The Solicitors' Journal
and Weekly Reporter.
(*ESTABLISHED IN* 1857.)
LONDON, NOVEMBER 6, 1915.
ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Recruiting Appeal.

WE PRINT elsewhere the King's appeal to his People; not so much to bring it before the notice of our readers, for it is sufficiently well known to them already through its reiterated appearance in the daily press, but rather to place it on record as a matter of permanent interest. And it forms a suitable prefix to the other matter relative to recruiting which we are glad to have the opportunity of printing this week—the appeal on behalf of the London Rifle Brigade, for which Lieut. TREVOR L. C. WOOD, of Messrs. WINTER, BOTHAMLEY & Co., is Recruiting Officer; and the very interesting information as to the steps in favour of recruiting which have been taken in the office of a leading firm of solicitors whose name we are not at liberty to mention. By common consent the immediate national and individual duty is to strengthen the King's Forces. Equally it lies on those in authority to take care that the men and treasure so lavishly placed at their disposal are not sacrificed beyond the limits necessary for the attainment of the reasonable objects of the Allies and the establishment of a permanent peace.—M. BRIAND'S *Paix Française* (*Times*, 5th inst.).

The New Solicitor-General.

WE ARE glad to see that Mr. GEORGE CAVE has been appointed SOLICITOR-GENERAL in succession to Sir F. E. SMITH, who becomes Attorney-General. It would, perhaps, have been a fitter arrangement had Mr. CAVE been given the vacant Attorney-Generalship. But there is a rule of precedence in these matters which it is not easy to break, and between the real importance of the two offices there is not perhaps much to choose. The position which Mr. CAVE has attained as an equity lawyer, and his political standing—though we are not sure that this ought very much to count—gave him an obvious claim to the present appointment.

The Admission of Women to the French Bar.

IT IS tolerably well known that ladies have for some years been allowed to practise at the French bar. The last applicant for this privilege was Mademoiselle MADELEINE NIZARD,

who a few days ago was presented to the First Chamber of the Tribunal of the Seine by M. HENRI ROBERT, the Batonnier, and took the oaths accordingly. This is the twenty-ninth occasion on which a similar application has been made. We are unable to supply any information as to the success of this new sisterhood as practitioners. A large proportion of the French bar begin their career in the criminal courts in the hope of rising to fame by their eloquence in the defence of prisoners. A close attendance at these tribunals must be far from attractive to many women of delicacy and refinement.

The Apportionment of the Increase in Licence Duties.

A CORRESPONDENT, whose letter we print elsewhere, calls attention to the fact that clause 17 of the Finance Bill now before the House of Commons repeals section 2 of the Finance Act, 1912, and thereby terminates, it may be hoped, the difficulties to which that blundering piece of legislation has given rise. We ought to have detected the clause in the Bill, but we did not; in fact, we were expecting a remedial clause of quite a different kind. When the Finance (No. 2) Bill was before the House of Commons last June numerous amendments were proposed with the object of giving some satisfactory operation to the section. That proposed by Sir GEORGE YOUNGER we printed at the time (59 SOLICITORS' JOURNAL, 592), but the proposed amendments generally were too complicated to make comment on them useful. All were ruled out of order, and it was understood that an agreed clause would be introduced by the Chancellor of the Exchequer in the next Finance Bill. Such a clause—whether agreed or not we do not know—has been introduced, but it is by no means the clause for which we were looking. It does not amend section 2; that idea apparently has been given up as hopeless; it gets rid of the section altogether. It is in the following terms:—

> 17. Section 2 of the Finance Act, 1912 (which relates to the distribution of payments on account of liquor licence duties in certain cases), shall cease to have effect, and is hereby repealed, without prejudice to the validity of any payments made in pursuance of that section before the passing of this Act.

A Legislative Fiasco.

THE LANGUAGE of the repealing clause does not seem to be very happy; if the section is repealed, it necessarily ceases to have effect; but the obvious intention is to put an end as quietly and speedily as possible to section 2 of the Finance Act, 1912, without allowing questions to be raised as to payments already made in pursuance of the apportionment of the increase in the licence duties directed by the section. The section, it will be remembered, applied only to free licensed premises held under a lease made before the passing of the Finance Act, 1910, and it apportioned the increase in the licence duties under that Act, in a ratio depending on the increased value of the premises as licensed premises, between the lessee and the grantor of the lease. The difficulties to which the section gave rise are well known. It did not state properly how the apportionment was to be made, but the suggestion we originally made on this point—and which doubtless occurred to others—was adopted and has not been questioned; and it did not provide for changes in the title to the reversion or the lease, or for the common case of a succession of leases and sub-leases between the freeholder and the occupying tenant. The difficulty caused by the last omission was the subject of the litigation in *Watney, Combe, Reid & Co.* v. *Berner* (59 SOLICITORS' JOURNAL, 492), which went by easy stages from the county court to the House of Lords. It was finally held that the apportioned payment could be thrown back through all the succession of leases and super-leases until some part was finally imposed on the freeholder, though what the arithmetical result might be the House of Lords declined to consider. In *Norris* v. *Lock* (57 SOLICITORS' JOURNAL, p. 333) Judge SELFE held that "lessee" includes the assignee of the lease, and we do not remember that this point has been raised elsewhere. The other great difficulty has been in construing "grantor" of the lease. Did this include only the original grantor or also his successors in title? And did it mean the actual grantor or the person beneficially interested in the rent? On these points the Court of Appeal has twice declined to take "grantor" beyond its literal meaning, *i.e.*, the person who actually executed the lease (*Bodega Co.* v. *Reid*, 1914, 2 Ch. 757; *Bodega Co.* v. *Martin*, *ante*, p. 10). This has reduced the section to nonsense, and, as we have said, the Chancellor of the Exchequer and his draftsmen have declined the attempt to make sense of it, and have preferred the easier course of repealing the provision altogether. We doubt whether there has been any such conspicuous instance before of legislative failure owing to the incompetency of the "draftsman." Whether the draftsman ever existed as an individual we do not know. We have heard it suggested that the luckless section was the impromptu effort of legislators within the precincts of the House of Commons. At any rate it will soon be consigned to limbo. But we may ask—without expecting a reply—who is going to reimburse the costs of all the legislation which it has caused, litigation now shewn to be sheer waste. Still less is there any remedy for all the trouble in accounts and otherwise between landlord and tenant. Our remarks (*ante*, p. 20) will, of course, be obsolete.

The Appointment of Receivers and the Courts (Emergency Powers) Act.

WE ARE glad to hear from Messrs. BRAUND & HILL, whose letter we print elsewhere, that a decision has at length been given—though only in chambers—on the necessity of obtaining the leave of the Court before exercising a mortgagee's statutory power of appointing a receiver. The Courts (Emergency Powers) Act, 1914, does not expressly mention the appointment of a receiver, nor does it use any words which very exactly fit such a case. The requirement of obtaining leave must be found, if anywhere, in section 1 (1) (*b*), and this requires leave to be obtained in order to "take, resume, or enter into possession of any property." At first sight it looks as though these words fitted the case, for it is not unnatural to assume that the mortgagee takes possession by the receiver. This is the view which SANKEY, J., took; but we doubt whether it pays sufficient attention to the fact that, under the Conveyancing Act, 1881, the receiver is the agent for the mortgagor (section 24 (2)), and it seems to follow that the mortgagor remains in possession by his agent, although under the statute the agent is bound to apply the rents in a particular way; that is, in keeping down outgoings, including mortgage interest, and then the surplus goes to the mortgagor (section 24 (8)). This provision as to the surplus shews that the mortgagor is not entirely ousted, and the view has, we imagine, been very prevalently held that the words of the Courts (Emergency Powers) Act quoted above do not apply to the appointment of a receiver by a mortgagee. It may be noticed that *Re Farnol, Eades, Irvine & Co.* (1915, 1 Ch. 22) was concerned with the appointment of a receiver by the Court, and WARRINGTON, J., held that a separate emergency application was not necessary because the Court had complete control of the matter. It appears that in the case before SANKEY, J., the point was taken that the receiver could not be appointed until the mortgagee had become entitled to exercise the power of sale (section 24 (1)), and he was not entitled to exercise the latter power until he had obtained leave under the Emergency Powers Act. The point is new to us, and SANKEY, J., did not find it necessary to decide it, but we doubt whether the Conveyancing Act must be read in this way with the Emergency Powers Act. The power of sale had become exercisable so far as the Conveyancing Act was concerned, and this seems to be enough. Still the point is an ingenious one. But is not the real danger to the mortgagee in the words of paragraph (*b*)—"realize any security." The appointment of the receiver enables the mortgagee to get his interest, and does he not to that extent realize his security? However this may be, it appears that a mortgagee who appoints a receiver without obtaining the leave of the Court has a number of difficulties to surmount, and whether the decision of SANKEY, J., was based on the right ground or not it seems clear that a mortgagee ought to apply for leave.

Excess Issue of Notes.

It is curious how often the heated controversies of other days seem meaningless to a later generation. In the mid-Victorian era, for instance, no one interested in public affairs would have failed to be deeply excited by the official correspondence, just published, between the Bank of England and the Chancellor of the Exchequer. On 1st August, 1914, the Bank directors wrote to inform the Chancellor that an extraordinary demand for financial assistance had been made upon them by bill-brokers and merchants as a result of the war then threatened. Now, the Bank of England is under no legal obligation to advance moneys to merchants and bill-brokers in temporary difficulties, but in times of public danger and commercial panic it is necessary in the public interest that it should do so. Were it to refuse, then merchants and bankers would have to stop payment, manufacturers unable to get money for wages and raw materials would close down their factories, and industry would come to a standstill. Hence the Bank has always honourably recognized that its privileged position imposes on it a moral and patriotic obligation to sustain commercial credit by financing merchants in times of crisis. But to do so it has to draw on its reserve, and since the Bank Charter Act of 1844 forbids it to issue notes (except to the extent of £14,000,000, now increased to about £18,500,000) unless it holds gold bullion for the payment of these notes, there comes a point when the Bank must either stop assisting traders by the issue of notes or go on doing so and break the law. In these circumstances, which had then, as the letter of 1st August informed the Chancellor, once more arisen, there is an accepted constitutional practice. The Bank asks the Government to authorize its breach of law, and the Government does so. In its turn the Government usually passes through Parliament an Act of Indemnity to protect the Bank against the legal consequences of its technical breach of law. This is popularly known as a "Suspension of the Bank Act," and on three previous occasions our history has known such an event—in 1847, in 1857, in 1866. In each of these previous cases furious political and legal controversy followed; but to-day the world has passed unnoticed the action of the Bank and the letters of Mr. Asquith and Mr. Lloyd George which gave to the Bank the required authority. In fact the necessary statutory authority and indemnity were given by the Currency and Bank Notes Act, 1914, passed on 6th August, 1914.

Laches in the Divorce Court.

It is a well-settled rule of Divorce Court practice, given statutory force by section 31 of the Matrimonial Causes Act of 1857, that an injured husband or wife must not wait for an unreasonable period after the discovery of misconduct before seeking the statutory remedy of divorce. At one time the Court inclined to lay down a hard-and-fast rule that a delay of two years was necessarily unreasonable (*Nicholson* v. *Nicholson*, L. R. 3 P. & D. 53); but before this rule had become firmly fixed in practice, Jeune, P., refused to accept the view that any hard-and-fast rule really existed (*Brougham* v. *Brougham*, 1895, P. 288, 9). There are many possible circumstances, of which want of means is one, which in a proper case will be held to excuse a much longer delay than two years; although the modern tendency is to view with suspicion the plea "want of means," seeing that greater facilities for the bringing of *in forma pauperis* actions now exist than was formerly the case. But in practice it is never safe, for the husband at any rate, to rely on excuses for delay even when such excuses are *prima facie* such as a conscientious man might reasonably be influenced by; not even when they have already been recognized as sufficient in some other case. The discretion of the first instance judge is very great in the Divorce Court, and different judges in that court exercise their discretion—unfortunately—in very different fashion. Perhaps this is inevitable in matters which are so largely influenced by sentiment. But the danger of delay on the part of an injured spouse is strikingly illustrated by *Hughes* v. *Hughes and Williams* (*Times*, 29th ult.), in which the Court of Appeal has just upheld an exercise of his discretion adversely to the petitioner by Horridge, J. Here the petitioner's wife eloped with her chauffeur in March, 1912, and from that date to April, 1915, when his petition was presented, the husband took no action of any kind, although in September, 1913, a child was born to the respondent. The husband's own explanation was that he hoped in time his wife would repent her wrong-doing and return to him. This both Horridge, J., and the Court of Appeal deemed so unlikely a reason that they refused to accept it. But is it unlikely? Lawyers are a little apt to overlook the extent to which irrational sentiment governs people who are not lawyers; they reject as incredible conduct which is simply somewhat magnanimous.

Alien Enemies as Lessees.

In the case of *London and Northern Estates* v. *Schlesinger*, just decided, an attempt was made to shew that a lease granted before the war to a person who had become an alien enemy was terminated by virtue of the Aliens Restriction Order. That Order provides that an alien enemy shall not reside in a "prohibited area" without special permission, and the premises were situate at Westcliff-on-Sea, which is within such an area. Thus the lessee—the defendant—was debarred from continuing to occupy the premises, and claimed that his lease was determined. Now a contract may be terminated when some matter on which it was founded has ceased to exist; this is on the ground that the contract is not absolute, but is subject to an implied condition that such matter shall continue (*Taylor* v. *Caldwell*, 3 B. & S., p. 26); but even if a lease is treated as a contract it is difficult to bring the present case within this rule. The tenant could make use of the house in other ways than by occupying it himself, and, indeed, it might be oppressive to him to deprive him of the chance of such vicarious use. But though a lease is often regarded as a contract, and, indeed, arises out of contract, yet as Lush, J., pointed out, the contract, which deals with the possession of the premises, has the effect of creating a term—that is, an estate—in them, and there seems to be no ground for saying that the Aliens Order puts an end to this estate. That would be a confiscation of enemy property, and no such confiscation can be recognized by the Courts; whether in certain circumstances it could be effected by an Act of State is another matter.

The Italian Prize Court.

We print elsewhere, under "War Orders and Proclamations, &c.," a Foreign Office Notice that translations have been received of the Italian Prize Court Decrees and Regulations. The details of these do not concern us, for anyone who has a claim to make in the Italian Prize Court will have to be guided by expert advice; but it is interesting to note the constitution of the Court. This has its seat at Rome, and has authority also for the Colonies. It is presided over by a first president of the Court of Appeal, active or retired, or by a president of a section of the Court of Cassation, active or retired, and it is composed of the following ordinary and supplementary members:—Ordinary members: (*a*) An admiral. (*b*) A member of the "contentieux diplomatique." (*c*) A Counsellor of State. (*d*) The Director-General of the Mercantile Marine. (*e*) The inspector of the port captaincies. (*f*) A magistrate of the legal profession having rank not inferior to that of a Counsellor of Court of Appeal. In categories (*a*), (*b*), (*c*), and (*f*) a supplementary member is selected. A Government commissioner who is a magistrate of the public ministry of a rank not inferior to a King's procurator initiates the proceedings in the name of the Government, and records his opinions, but he has no voice in the discussions and no vote. The Prize Court is attended by a secretary, having no vote, selected from among the officials at the Admiralty, of a rank not inferior to that of commander. Five members constitute a quorum, including the president or his substitute. The president or his substitute has the casting vote. Interested parties may present written memorials direct to the president of the Court, and the representatives of

foreign Powers accredited to the Italian Government may address to the Government commissioner any observations which they may think advisable in the interests of their nationals. The decisions of the Court will include an exposition of the grounds on which they are based (*sono motivate*). They are not subject to appeal, opposition, or revocation, except when taken to the Supreme Court of Cassation in the prescribed mode. It will thus be seen that there is a considerable difference between our one-judge Prize Court and the somewhat mixed tribunal which corresponds to it in Italy.

Payment into Court under Mistake of Fact.

A VERY unusual point came before Judge HERBERT ROBERTS at Clerkenwell County Court recently. A workman had died as the result of an accident arising out of and in the course of his employment. A solicitor served the usual notices and request for arbitration on behalf of the deceased workman's dependants; his client was a woman who professed to be the man's wife, and the solicitor believed his client's statement. The employer's insurance company paid into Court the sum of £300. After this payment had been made, the applicant's solicitor learned that the woman had never been married to the deceased, and he so informed the insurance company. Naturally the company at once applied to have the money paid out again. The case, however, was complicated by the fact that there were genuine dependants of the deceased—namely, his illegitimate children whom he had supported—and that the fictitious wife was the legal guardian of these dependants, although not herself a dependant. Their claim to some compensation was admitted, and the question arose as to whether the fund or some part of it should not remain in Court to answer the genuine claims. The whole position is a most peculiar one, and we cannot find anywhere a reported case which throws any light on the respective rights of the parties in such a case. The Judge held that, since the defendants had paid the money into Court under a mistake of fact induced by the solicitor's principal client, they were entitled to recover it, and the Court ought to assist them so to do by making an order for payment out. This seems sound on principle. The Court is in the position of an agent who has received moneys from A, which he is to hold to the order of B. A. has authorized payment to B. on the faith of B.'s representations, which in fact are untrue. B.'s right to the moneys which the agent holds to his use is that of a *cestui que trust;* if he sued the agent for money had and received, he could be met with any relevant equitable defence, such as his own fraud; this was decided by Lord PARKER in the well-known case of *Lodge* v. *National Union Investment Co.* (1907, 1 Ch. 300). The principle of this case would seem to apply by analogy when the agent who holds the money to the use of the plaintiff is in fact the Court, although, of course, no action would lie.

"Dealers Live by Bargains."

AT THE hearing of a recent case in the King's Bench Division, in which it was alleged that pictures had been bought on the strength of a representation that they were the work of an eminent artist, a witness was asked in cross-examination, "Do you think it would be honest to buy from a man a thing worth £10 for 10s.?" The answer was simply, "Dealers live by bargains." Those who search for old editions on the bookstalls of London or Paris would be rather surprised if they were informed that they were under a duty imposed by the law of telling the bookseller that the price marked by him bore no real proportion to the value of the thing which he offered for sale. No mention of such a duty is to be found in text-books or decided cases, and the relief granted by courts of equity in cases of mistake can have no application to a transaction in which it is proved that the vendor sold and intended to sell his wares for a specified price, but would have asked a higher price if he had known their real value. It will, of course, be remembered that cases such as those under consideration are not always decided according to the letter of the law. The buyer will often find his account in securing the reputation of having behaved "handsomely," and not having taken full advantage of a lucky accident.

A Tax on Bachelors and Spinsters.

WE READ in the newspapers that the German Government proposes to levy a tax upon bachelors and spinsters with the view of increasing the birth-rate. Laws for the promotion of matrimony are no novelty. The lawgivers of various countries and ages have striven to discourage celibacy so far as it was in power of law to do so. We can find no trace of any English statute making celibacy unlawful, but there is strong authority that, when the object of a will or other instrument is to restrain marriage and to promote celibacy, the courts will hold such a provision to be contrary to public policy and void. Public policy has been said to be "rather a wild horse," and English opinions as to the increase of population are probably somewhat different from those which prevailed before the teachings of Dr. MALTHUS. In any case, we cannot but think that a tax without qualification on bachelors and spinsters would be attended with manifest injustice. Poverty is often the companion and efficient cause of single life, and a tax which tends to force those who are barely able to maintain themselves into an improvident marriage is not calculated to promote the interest of the community at large.

Liability to Invited Persons.

Two recent cases illustrate the complexities which surround questions of an occupier's liability to those whom he invites to enter upon his premises for purposes of mutual business. The first of these, *Norman* v. *Great Western Railway Co.* (1915, 1 K. B. 584), is a Court of Appeal decision upon the standard of care imposed on a railway company towards persons who use its premises; the second, *Elliot* v. *C. P. Roberts & Co. (Limited)* (*Times*, 30th ult.), is concerned with the duty of a builder engaged in rebuilding a house towards persons whose lawful business causes them to enter on the premises while the builder is carrying out his contract. The latter case was a *nisi prius* decision of LUSH, J., sitting with a common jury, but the decision is so interesting and useful that lesser tribunals will probably treat it as authoritative and binding upon them.

Sixty years ago it was settled in the leading case of *Indermaur* v. *Dames* (L. R. 2 C. P. 311) that an occupier of premises, who invites others to come thereon for purposes of business, owes a duty to the latter to safeguard them from danger of an unusual kind, the existence of which he himself knows, or ought to know. In other words, he must keep his premises reasonably safe for the use such persons will make of them. "This duty," as VAUGHAN WILLIAMS, L.J., put it in *Lowery* v. *Walker* (1910, 1 K. B. 173, at p. 183), a decision reversed in the House of Lords upon questions of inference from the facts, and not on grounds of principle, "does not amount to a guarantee by the inviter that a person invited shall suffer no injury while on the premises to which he has been invited to come, but only to a duty to take reasonable care that he shall not be exposed to dangers which are more or less hidden, and not obvious; cases of that kind have been frequently called 'trap' cases." A differentiation of this general duty into three kinds, according to the circumstances, has long been recognized, and was clearly stated by HAMILTON, L.J., in *Latham* v. *Johnson* (1913, 1 K. B. 398, at p. 410), in the following words: "The law has long recognized three categories of obligation; in these the duty of the owner or occupier to use care, if it exists at all, is graduated distinctly, though never very definitely measured. . . . The lowest is the duty towards a trespasser; more care, though not much, is owed to a licensee; more again to an invitee." To a trespasser the only duty owed by the occupier is that he will not wilfully set a trap for him. To the licensee (such as a guest or member of his family) the duty is simply to warn him of any unusual danger of which the occupier is himself aware. To the invitee, on the other hand, a higher degree of care is owed—he must

be safeguarded against, or warned of, any unusual danger on the premises, of which the occupier ought to be aware, whether or not he actually knows of it. In all these cases the danger for which the occupier takes responsibility, of course, is an unusual danger, or trap. Except in the case of dangerous property, or in dealing with infants of tender years, and perhaps blind or deaf invitees, no duty of safeguarding or warning against usual and obvious danger is imposed by law.

This seems trite law, yet many attempts have been made to get round it in one of two ways—either by suggesting a higher standard of duty in special cases, or by extending to the case of mere licensees the degree of care owed towards invitees. In the first of the recent cases mentioned above, the former kind of extension was attempted; in the second, the latter—both unsuccessfully, notwithstanding the ingenuity with which plaintiffs' counsel framed their arguments. In *Norman* v. *Great Western Railway Co.* (*supra*), a van was delivering goods in the station yard of a railway company. A perfectly usual and obvious danger existed—namely, a sloping bank, unfenced, at the bottom of which was an open culvert. The horse backed the cart over the bank in circumstances such that the verdict excused the driver from an allegation of contributory negligence. Obviously, there was no trap, and, on the doctrine of *Indermaur* v. *Dames*, no liability could be placed on the company. But it was boldly contended for the plaintiff that the duty imposed on a railway company is of a higher character than that imposed on a private occupier. It was argued that the company carry on a public undertaking under a monopoly conferred by the Legislature, that all persons have a legal right to resort there for business, and that therefore a higher or stricter duty rested on them than on one who voluntarily invites persons to do business with them. Their duty was to take reasonable care to see that the premises were free from usual as well as unusual dangers for those who resort to them. This ingenious contention, however, did not commend itself to the Court of Appeal, which reaffirmed the limits of liability on the lines indicated above.

But greater doubt surrounds the point raised in the second case, *Elliot* v. *C. P. Roberts & Co.* (*Limited*) (*supra*), and for its decision it was necessary to disregard confusing details and apply the settled principle to the facts. A builder was rebuilding a school for the London County Council, and under his contract was obliged to provide plant and afford facilities to other tradesmen employed by the Council on the work, including the reasonable use of the building scaffolding. The builder put down an unfenced gangway of two unfixed planks over a hole in the works. Another tradesman's servant, employed on the premises, fell from the gangway and suffered injuries. Obviously no contractual duty toward the injured plaintiff existed as between the builder and himself; they had no privity of contract. Also the danger was usual and obvious, so that no liability towards him in his capacity of mere licensee existed; nor if he were an invitee, unless some higher duty could arise and higher liability be imposed: *Smith* v. *London and St. Catharine Docks* (L. R. 3 C. P. 326). But in the circumstances the builder did not invite other tradesmen to use his gangway: he merely gave them permission to use it. Hence his duty was that owed towards a licensee, not that owed towards an invitee; and the claim of the plaintiff failed. It may be noted, in passing, that, on the principle laid down in *Smith* v. *London and St. Catharine Docks Co.* (*supra*), a gangway, like a railway carriage, is "premises" for the purpose of imposing on its owner the liability resting on an occupier of premises.

In the House of Commons on 28th October, Sir J. D. Rees asked whether, according to Article 10 of The Hague Convention of 1907 and the guarantee of the neutrality of Belgium, to which Prussia was a party, the late Miss Cavell was, according to such law as could be applied to her case, guilty of any military offence. Sir E. Grey: It seems unnecessary to go into technical legal points to condemn what has been done in this case. The reprobation of it, which I believe is widespread in the world, rests upon higher considerations, which arouse deeper feelings than mere illegality.

The Old Conveyancers.

For more than a century the "Law List" has printed a list of "Certificated Special Pleaders and Conveyancers not at the Bar." All that is left of these two ancient branches of the legal profession, in this present year's list, is the name of one gentleman who is marked as a conveyancer. His name is also inserted amongst the Bournemouth legal practitioners, with the remark "Conveyancer only." In 1873, the year of the first of the Judicature Acts, the list contained the names of thirty-four of these conveyancers, who were neither called to the Bar nor qualified to act as attorneys and solicitors. The further we go back the larger is the number of names; so that taking the year 1802, the year when Lord St. Leonards entered Lincoln's Inn as a student, the list contains ninety-seven names, a much larger proportion then to the rest of the profession than such a list would be now.

The story of this diminishing list is closely connected with the changes in the practice of conveyancing during the last forty years. It coincides with the transfer of much of the conveyancing business from the Bar, and the once distinct race of conveyancers, to the solicitor branch of the profession. The special pleaders, who also received their certificates to practise from the Inns of Court, have died out since 1873, owing obviously to that well-known cause, the Judicature Acts. Why the Inns of Court have ceased to renew the certificates of conveyancers may not be so obvious. There are several reasons. The Inns of Court were influenced by the movement for uniformity, and the special class of conveyancers was anomalous; the reason for their existence having long ago disappeared. They arose as a consequence of the legislation against Roman Catholics at the Revolution of 1689. The Act 7 and 8 Will. 3, c. 24, excluded them from the professions of serjeant-at-law, counsellor-at-law, barrister, attorney, solicitor and notary in any Court whatever, unless they took the prescribed oaths, which they refused to take. Roman Catholics already at the Bar were obliged to confine themselves as "chamber counsel in the conveyancing line." This was the case with Mr. Nathaniel Pigot, who had, previously to the disabling Act, been called to the Bar, but who, after the passing of the Act, confined himself to conveyancing. Until 1791, when the Act 31 Geo. 3, c. 32, was passed, the legal status of barrister, attorney or solicitor was denied to Roman Catholics. The Inns of Court mitigated their disability, as far as possible, by granting them certificates similar to those of the special pleaders, by which they were authorised to practise conveyancing. In course of time others besides Roman Catholics were allowed to practise as conveyancers; but by 1873 the Inns of Court were evidently not inclined to continue the system.

Roman Catholic disabilities existed in Scotland in the same way, but did not give rise to an intermediate class of conveyancers. While in England most of the conveyancing, especially in London, was sent by solicitors to members of the Bar or to these certificated conveyancers, in Scotland the contrary was the rule. The Writers to the Signet—practically solicitors with a legal monopoly of Court of Session practice, and, as agents for the landlords, an actual monopoly of the most important conveyancing—never allowed conveyancing to slip out of their hands. Lord Dunedin, the late President of the Court of Session, and, like Lord Haldane, the son of a Writer to the Signet, said at a dinner to Lord Haldane and himself in Edinburgh, addressing the Society of Writers to the Signet: "Unlike the foolish solicitors of England, you have never allowed the Bar to meddle at all with the conveyancing of Scotland; and it is a fact that, as you have kept your hold on the conveyancing, so for many years you have swayed the landed interests of Scotland." But for a considerable number of years now the drift of conveyancing business in England has been, as is well known, from the Bar to solicitors' offices; at least it may be said that such has been the case since 1881, when the Conveyancing Act and the Solicitors' Remuneration Act were passed.

The old conveyancers were practically of the same social class as those who were called to the Bar. About 1826 the Report appeared of the Commission which had been appointed in 1824 for inquiring into the practice of the Court of Chancery. A considerable part of the responsibility for unnecessary delay and expense was charged by this report upon the conveyancers. The celebrated CHARLES BUTLER, one of the many Roman Catholics who became eminent conveyancers, vindicated them from these animadversions in a paper published in his "Reminiscences," which gives many interesting particulars as to the influence of the conveyancers of the later seventeenth and eighteenth, and the early nineteenth centuries, on the practice of conveyancing. There was the above-mentioned NATHANIEL PIGOT, a profound lawyer, whose deeds were concise, and showed consummate skill. JAMES BOOTH, who died in 1778, was the patriarch of the modern school of conveyancing, that is, of the period to which BUTLER himself belonged. It was to him chiefly that the inordinate length and wordiness of conveyances and other deeds and of wills, which continued down to the revolution effected by the Conveyancing Acts, was to be ascribed. "Those who are familiar with his legal instruments," says BUTLER, "admire the skill and clearness which they exhibit, but are often tired by their never-ending multiplication of words. With these merits and defects Mr. BOOTH continued at the head of his profession during a quarter of a century; and through the whole of that period gave the law; almost all legal assurances were formed on the model of those prepared by him, and therefore partook of their cumbrous verbosity."

One reason for this extraordinary influence was that the conveyancers were few, and knowledge of the law of property was not widely diffused as somewhat later it became with the publication of books that we know as the classics of modern conveyancing. The first edition of FEARNE'S famous "Essay on the Learning of Contingent Remainders and Executory Devises" appeared in 1772, six years before BOOTH'S death, and FEARNE was one of these conveyancers under the Bar. He died at fifty-two, and yet had become "more consulted than any man of his time," as may be seen stated in the case of *Cadell* v. *Palmer* (1 Cl. & Fin., p. 399). But what may be called the popular treatises were somewhat later. SUGDEN was born three years after BOOTH'S death, and his astonishing career began with the "Practical Treatise of the Law of Vendors and Purchasers," which was published in 1805, while he was still practising as a certificated conveyancer before call. Probably the most remarkable fact about it was that its author was then only in his twenty-fourth year! RICHARD PRESTON published the first volume of his "Treatise on Conveyancing" a year after, and in 1818 the essay on "Abstracts of Title," well-known till a later time in solicitors' offices, and described on the title-page as intended "to facilitate the study and the application of the first principles and general rules of the laws of property, stating in detail the duty of solicitors in preparing, &c., and of counsel in advising on abstracts of title."

BUTLER himself was contemporary with these members of the class to which he himself belonged, and mentions them, with SANDERS of the well-known "Uses and Trusts," which was published some twenty-years after FEARNE, as writers whose excellent works had not then been published, to serve as guides and models for a departure from the prolixities of the older school. BUTLER did not add anything to works of this character, but he collaborated with HARGRAVE in an edition of "COKE upon LITTLETON," and his notes are the most valuable part of it. He was, however, in a wider field of literature the most distinguished of the conveyancers, and he was a noted controversialist on the Roman Catholic side in questions of political and ecclesiastical history. He had been the pupil of two conveyancers who were Catholics, and while with the second of them, Mr. DUVAL, he made the friendship of the future Lord ELDON, who was his fellow-pupil. Within twenty years JOHN SCOTT was Solicitor-General, and it was he who secured that in the Act of 1791 for the relief of the Catholics there should be a section opening the legal profession generally to BUTLER'S co-religionists. BUTLER was the first Catholic barrister to take advantage of this Act, and was called the same year. But he only once argued a case in Court, and though in the year of his death (1832) BROUGHAM offered him, and he accepted a silk gown, he never appeared at the inner Bar. Possibly there may be some truth in the contrast that has been remarked upon between the temperament of the conveyancer and that of the fighting advocate in Court. As a rule the conveyancers were not great Court men, though an avowed conveyancer like Lord ST. LEONARDS, or a profound real property lawyer like ELDON, or, in more recent times, Mr. JOSHUA WILLIAMS, proved that they could adapt themselves to either mode of action, according to circumstances.

Two men who were pupils of CHARLES BUTLER must be mentioned, though one of them does not strictly belong to the special class of conveyancers with whom this article is principally concerned. The first of them is JAMES HUMPHREYS, who had much to do with the reforms in real property and conveyancing which were beginning to be practical questions when BUTLER wrote the defence of conveyancers, charged, as mentioned above, with some of the evils in the Court of Chancery. The other is PETER BELLINGER BRODIE, who prepared the Fines and Recoveries Act, which was introduced into Parliament in 1830 and passed in 1833. HUMPHREYS was articled to a solicitor, but was called to the Bar and became well known as a conveyancing counsel. Conveyancing reform may be said to date from his book "Observations on the Actual State of the English Laws of Real Property," published in 1826. He was of the Benthamite and Austinian school, and BENTHAM said of his book that its publication formed an epoch in law. BUTLER wound up his notice of his pupil's book thus: "While the law of England remains in its present state conveyances must continue nearly as long as concise practitioners now frame them, and all the actual embarrassments of title must exist. Is it wished to get rid of this length and embarrassment altogether? The law of England must be altered, and Mr. HUMPHREYS' work should then be consulted." This was what in effect happened on the appointment of the Real Property Commission; but neither HUMPHREYS, who died in 1830, nor BENTHAM nor BUTLER, who both died in the same year of 1832, lived to see the result in legislation. At the time when BUTLER was writing of HUMPHREYS' book, even PRESTON, most conservative of real property lawyers, was engaged in framing an Act for simplifying the law of real property and lessening the expenses and delays of suits respecting it; and SUGDEN also took part in the controversy which the book aroused. When the Fines and Recoveries Bill was placed before the Profession by BRODIE, PRESTON and SUGDEN took different views as to its effects. PRESTON declared that it introduced dangerous innovations; SUGDEN held that it was "a masterly performance, reflecting great credit on the learned conveyancer by whom it was framed." Conveyancers, however, have always agreed in maintaining, as they did when Lord HALDANE'S Real Property and Conveyancing Bill was recently submitted to them, that improvements in conveyancing depend on changes in the law of property.

G. H. KNOTT.

In the House of Commons on Tuesday, in reply to Sir C. Kinloch-Cooke, Sir J. Simon said: After consultation with the President of the Local Government Board and the Commissioner of Police, it has been decided that the question of motor traffic in London should be dealt with by making the fullest use of the powers given by section 1 of the Motor Car Act, 1903. That section makes it an offence for any person to drive a motor-car on a public highway "recklessly or negligently or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case"; and it is obvious that the reduction of lighting now in force is a material circumstance in the application of this provision. I have therefore given special instructions to the Metropolitan Police stringently to enforce this regulation; and I have written to all magistrates within the Metropolitan Police area pointing out how the prevailing conditions of darkness ought to affect the mode of dealing with charges which may be brought before them by the police.

The King's Appeal and Recruiting.

BUCKINGHAM PALACE.

TO MY PEOPLE.

At this grave moment in the struggle between my people and a highly organized enemy who has transgressed the Laws of Nations and changed the ordinance that binds civilized Europe together, I appeal to you.

I rejoice in my Empire's effort, and I feel pride in the voluntary response from my Subjects all over the world who have sacrificed home, fortune and life itself, in order that another may not inherit the free Empire which their ancestors and mine have built.

I ask you to make good these sacrifices.

The end is not in sight. More men and yet more are wanted to keep my Armies in the Field, and through them to secure Victory and enduring Peace.

In ancient days the darkest moment has ever produced in men of our race the sternest resolve.

I ask you, men of all classes, to come forward voluntarily and take your share in the fight.

In freely responding to my appeal, you will be giving your support to our brothers, who, for long months, have nobly upheld Britain's past traditions, and the glory of her Arms.

GEORGE R.I.

LONDON RIFLE BRIGADE.

Recruiting office: Winchester House, Old Broad-street, E.C.

All men who are engaged in clerical work and who are about to respond to the King's Appeal for every available man to enlist may not know that there is a regiment which caters especially for them. But such is the case.

The London Rifle Brigade, popularly known as the L.R.B., is a crack Territorial Regiment recruited from men engaged in "office work" (*i.e.*, legal, banking, insurance, commercial, etc.), and has proved that, whilst following a sedentary occupation in times of peace, such men become, when the call is sounded, fighters of the highest calibre.

The regiment has already won great fame and the highest praise from the Generals under whom it worked in Flanders, and has gained a V.C. and many other honours. After a short rest the 1st Battalion is again returning to the firing line, and the Battalions which train the recruits in England are called upon to supply the necessary reinforcements.

It need scarcely be pointed out that it is a great advantage to men if they can work, train and fight amongst others who have tastes and interests similar to their own. Men will find their training, arduous though it may be, far pleasanter if carried on with others whose civil occupation is the same.

Therefore the L.R.B. extends a hearty invitation to all men engaged in office work who are eligible for enlistment. Application should be made at the Recruiting Office, at Winchester House, Old Broad-street, E.C., or headquarters, 130, Bunhill-row, E.C.

LORD DERBY'S RECRUITING SCHEME.

A very well known firm of London solicitors have issued the following notice to their staff:—

"The firm consider that all clerks of military age who have not yet enlisted should now do so, on condition of their being placed in the Army Reserve until called up under the above scheme.

"In continuation of the arrangement made as regards the clerks who joined the forces on the outbreak of the war, the firm are pleased to intimate that they will take back after the war each clerk who joins the forces, and that on each *married* clerk joining the colours they will continue to pay to his wife such a weekly or monthly sum as will make his military pay and separation allowance up to his present salary.

"*Unmarried* clerks will be dealt with individually.

"This announcement only applies to those clerks who enlist voluntarily under the above scheme.

"30th October, 1915."

The firm inform us that on the outbreak of war seventeen joined the forces, and the firm arranged that they would make up their military pay and separation allowances to the amount of their respective salaries for the married men, and the single men were treated according to what the firm thought fair, their places being kept open for them.

The firm has now eighteen clerks remaining of military age, of whom fifteen are married and three single. Most of these propose joining under Lord Derby's scheme to come up when wanted, and the firm promises to treat these in the same way as the others.

Reviews.

Books of the Week.

Diary.—The Solicitors' Diary, Almanac and Legal Directory, 1916; 72nd year of publication. Waterlow & Sons (Limited).

Reminiscences.—Reminiscences of John Adye Curran, K.C. Edward Arnold. 10s. 6d. net.

Criminal Law.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, June 21, 28; July 12, 19, 1915. Edited by HERMAN COHEN, Barrister-at-Law. Vol. XI., Part IX. Stevens & Haynes. 3s. 6d. net.

Diary.—The Legal Diary and Almanac for 1916; 37th year of publication. Waterlow Bros. & Layton (Limited).

Affiliation.—Saunders' Law and Practice of Orders of Affiliation and Proceedings in Bastardy. By W. DE BRACY HERBERT, M.A., LL.M., Barrister-at-Law. Eleventh Edition. "Law Times" Office. 7s. net.

Correspondence.

The Courts (Emergency Powers) Act, 1914, and the Appointment of Receivers.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We have found such a difference of opinion amongst members of the profession as to whether leave of the Court, under the Courts (Emergency Powers) Act, 1914, is necessary before a receiver can be appointed by a mortgagee that it may be of some interest to your readers to know that Mr. Justice Sankey, sitting in chambers on Thursday, the 28th October, decided that leave *is* necessary.

The question arose in a curious way. We had obtained a garnishee order *nisi*, attaching rent due at Michaelmas last. On the return day the tenant (the garnishee) attended in person and produced before the master a letter which he had received before the order *nisi* was served, informing him that certain mortgagees of the property, acting under their statutory powers, had appointed a receiver, and requiring him to pay his rent to the latter. The master adjourned the summons for the attendance of the receiver.

On the adjourned hearing the receiver's solicitor produced the appointment and mortgage deed. We contended that the appointment was bad because leave of the Court had not been obtained under section 1 (1) (*b*) of the Courts (Emergency Powers) Act, 1914, such appointment being, in the words of the Act, a taking, resuming or entering into possession of property. We also contended that if receivership was not included in the words of the sub-section, such leave was necessary by section 24 of the Conveyancing Act, 1881, sub-section 1. Under the latter sub-section a mortgagee is not entitled to appoint a receiver until he becomes entitled to exercise his statutory power of sale, and, inasmuch as (since the Courts (Emergency Powers) Act) he is not in a position to exercise his power of sale until he has obtained leave under that Act, it follows that leave is necessary before he can appoint a receiver.

It was argued on behalf of the receiver that the Courts (Emergency Powers) Act, 1914, did not apply, as the appointment of a receiver was not referred to in section 1, sub-section (1) (*b*) of the Act. Also, that a receiver is agent for the mortgagor as well as the mortgagee.

The master decided in favour of our contention and made the order *nisi* absolute. The receiver appealed.

On the appeal, which was heard by Mr. Justice Sankey, counsel on behalf of the receiver argued that the Courts (Emergency Powers) Act, 1914, did not apply, and the *obiter dictum* of Mr. Justice Warrington in *Re Farnol, Eades, Irvine & Co.* (1915, 1 Ch. 22) was cited in support. Without calling upon counsel for the re-

spondents, the learned Judge dismissed the appeal, holding that the appointment of a receiver was within the words of paragraph (*b*) of the Act: "take, resume, or enter into possession of any property."

It was therefore unnecessary for him to consider the second point relied upon before the master. BRAUND AND HILL.

6, Gray's-inn-square, London, W.C., Nov. 3.

[See under "Current Topics."—ED. *S.J.*]

The Liability of Attesting Witnesses.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have read with considerable interest the article appearing in the SOLICITORS' JOURNAL of the 30th ultimo upon the liability of attesting witnesses. I am unable, however, to agree with your view in the matter and unhesitatingly come to the conclusion that the logical result of the decision in *Bank of England* v. *Cutler* (1908, 2 K. B. 208) is, under similar circumstances, to fix liability upon a witness who identifies the signature of a transferor to an ordinary deed of transfer of stocks and shares. It is common knowledge that no company would accept a transfer unless the signature were attested. This seems to me to throw a great responsibility upon an attesting witness, and I have always felt great difficulty in appreciating how so many people so lightly fill that rôle. I apprehend that the whole basis of the decision referred to was that a "warranty" and "request" were implied by reason of the identification of the transferor. Lord Justice Vaughan Williams in the course of his judgment says "identification by a witness is the basis of this claim." Is not a witness to an ordinary transfer, in fact, requesting the company to accept the transfer, because he knows, or should know, that unless the signature is attested the transfer would not be accepted? I cannot see that this position creates any real hardship upon the attesting witness. The attestation of a signature should be more than a mere empty formality. The witness states in solemn language that he is verifying the signature of a person, and if he undertakes to say that without knowledge, he, in my view—to put the most generous interpretation upon his conduct—is grossly negligent. In *Cutler's case*, as I understand, a solicitor introduced the fraudulent transferor to Mr. Cutler and he identified her upon that introduction. He—it is true—acted quite honestly, but what value can be placed upon such identifications? The position only has to be stated to shew how farcical these supposed identifications are.

There are far too many cases of indiscriminate attestations of documents, and the principle confirmed by the case under discussion strikes me as being a very salutary one. H. P. GISBORNE.

Nov. 3.

The Apportionment of the Increase in Licence Duties.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reference to the recent correspondence and your comments as to contribution of licence duty by landlords of untied houses, it appears to me that you have overlooked the fact that section 2 of 2 & 3 George 5, c. 8, is to be repealed by clause 17 of the Finance Bill (No. 3), 1915. The Bill is not yet law, but it is sure to be passed. I understand in most cases no payment has yet been made under the repealed clause. It appears to me, therefore, that where negotiations have taken place as to the amount to be returned, and the liability is not admitted, the brewers cannot recover anything.

The new Bill does not make any distinction between cases where no settlement has been made and where the sum to be deducted has been agreed, but merely states "without prejudice to the validity of any payments made in pursuance of that section before the passing of" the Bill. A LANDLORD'S SOLICITOR.

Nov. 2.

[We are obliged to our correspondent for calling our attention to clause 17. See under "Current Topics."—ED. *S.J.*]

Parent and Schoolmaster.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Will the writer of the paragraph under this heading in your "Current Topics" carry the matter a little further? He says that the parent can, of course, revoke the delegated authority at any time. But can he do so intermittently? That is to say, can he, while leaving his boy at the school, tell him to disobey the schoolmaster and so absolve him from punishment? For instance, can he visit the school and, having taken the boy out for a walk or drive, can he tell him he need not return in time for roll-call or afternoon school or chapel? Can he authorize the boy to smoke? Would that be a revocation of his delegated authority? Would it make any difference if he called on the master before taking the boy out and told him what he intended to do? Surely not. Discipline would not stand it. Every boy at a public school knows that his father has no power to release him from his allegiance, and if he breaks a rule by his father's directions he takes the consequences as a matter of course.

It may be said that my imaginary parent would not have been acting reasonably. But who is to be the judge of reasonableness? Surely the schoolmaster. If not, every act of disobedience, however deliberate, which a father might sanction or even instigate must go unpunished. For the decision to punish or not to punish must be made at once; and if the exercise of his discretion was always open to review by a jury, no schoolmaster would take the risk of an adverse verdict.

The writer of the paragraph says that the schoolmaster's remedy, if any, is against the parent. But he could not claim damages on the ground that the parent's conduct tends to lower the standard of discipline in the school. That would be too remote, though everyone of experience, would know that it was true. There remains the drastic remedy of expulson, but here again the exercise of his discretion might be reviewed by a jury.

The writer of the paragraph further says that in this case the chastisement could not be justified. But that merely means that if he had been the Warden he would, in the exercise of his discretion, have decided differently. It is, however, possible that he has not had experience as a schoolmaster, and has not considered how far the doctrine that a schoolmaster cannot punish a boy for doing what his parent has told him to do will carry him, or what effect it must have upon the standard of discipline. Most parents are of course wise, and models of self-restraint; but the danger is that some are not, and one peremptory and angry father who can brook no contradiction from the schoolmaster may do a great deal of harm. I for one think it is good to strengthen and not weaken a boy's sense of the loyalty he owes to his school and to the school authorities, and to encourage him to take responsibility for his own actions. It is also not a bad thing that, if it is possible to imagine a father acting hastily, he should be restrained by the knowledge that it is his boy who will be punished and not himself.

R. T. RAIKES,
A Member of the Council of Radley College.

34, Nicholas-lane,, E.C., Nov. 4.

[Our correspondent certainly makes out a case from the "discipline" point of view. Our object was to state the principles of law which are applicable under the circumstances. At the same time it seemed to us difficult to understand how a schoolmaster could, in actual practice, carry his ideas of discipline so far as the Warden of Radley. But our correspondent, who writes very fairly, holds a different view. We still incline to think that technically the father's interference cancelled *ad hoc* the delegated authority.—Ed. *S.J.*]

Thomas Flower Ellis.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I wonder how it is that it "seems" to your paragraphist on p. 21 that "from 1842 to 1852" there was a gap in Thomas Flower Ellis's reporting.

During that period he produced (with Adolphus) the eighteen volumes of Queen's Bench reports. G. A. KING.

The Royal Courts of Justice, Strand, London, W.C., Oct. 30.

[We are obliged for Master King's correction. In fact, we expected that one of our readers would be able to fill the gap for us. The "Q. B." series is so seldom now referred to under its original title of "A. & E. N. S." that we failed for the moment to identify it with Thomas Flower Ellis.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

DIAMOND COAL CUTTING CO. v. MINING APPLIANCES CO.
No. 1. 16th and 18th October.

PATENT—ACTION FOR INFRINGEMENT—RIGHT TO TAKE PROCEEDINGS TO RESTRAIN THREATS—"PATENTEE"—EXCLUSIVE LICENSEE—PATENTS AND DESIGNS ACT, 1907 (7 ED. 7, C. 29), S. 36.

A person claiming to be a licensee of a patent is not a "patentee" within the meaning of the Patents and Designs Act, 1907, s. 36, so as to be liable to an action at the instance of an aggrieved person to restrain such licensee from threatening legal proceedings or liability in respect of an alleged infringement of a patent.

Appeal by the plaintiffs from a decision of Eve, J. The plaintiffs and the defendants were both manufacturers of coal conveyors. The defendants issued two circular letters to a number of collieries, in which they stated that they had purchased the exclusive rights of sale and manufacture in this country of a coal conveyor, the patent for which was owned by one Eickoff, a German subject, and that they had reason

to believe that attempts had been made to infringe their rights, and that under the powers of their licence they would prosecute all offenders without hesitation. Having obtained illustrations of the plaintiffs' coal conveyor, the defendants, by a circular letter dated 26th May, 1915, threatened to take proceedings against the plaintiffs as soon as the war was over for infringement of their rights. The plaintiffs, who complained that these circulars injured them in their business, brought this action, and moved therein for an injunction to restrain the defendants from issuing any further circulars or making similar threats. Eve, J., dismissed the motion, and the plaintiffs appealed.

THE COURT dismissed the appeal.

Lord COZENS-HARDY, M.R., said the action was brought to assert and enforce not a common law right, but one conferred by statute—viz., by section 36 of the Patents and Designs Act, 1907. That section conferred upon a person aggrieved a right, where any person claiming to be a patentee of an invention threatened him with legal proceedings or liability in respect of an alleged infringement of his patent, to bring an action, and obtain an injunction against the continuance of such threats. "Patentee" was defined in section 93 as being the person for the time being entitled to the benefit of a patent. He thought it was clear that a mere licensee was not within the meaning of section 36. If he, not being a patentee, claimed to be a patentee, he might be within section 36, but not otherwise. In the present case the question was whether the defendants had, by reason of two letters, brought themselves within the section. Eve, J., held that they had not, and refused to grant an injunction, and his lordship agreed with him. The defendants were not in fact patentees; the patentee was a German subject, and had granted them an exclusive licence for this country. On a fair construction of the letters he thought the defendants had told the truth—viz., that they were licensees, not patentees—and the proceedings referred to in their letter were expressly stated to be under their licence. They never claimed to be patentees. That being so, they were not liable to an action under section 36; but they might be liable at common law, though only if malice could be proved. The appeal failed, and must be dismissed with costs.

BANKES, L.J., who thought the language of the defendants' circulars was not happily chosen, but was, however, more appropriate to describe the position of an exclusive licensee than a patentee, and

WARRINGTON, L.J., delivered judgment to the same effect.—COUNSEL, *Walter*, K.C., and *J. H. Gray; Colefax*, K.C., and *Courtney Terrell*. SOLICITORS, *Simpson, Thomas, & Clark*, for *Simpson & Curtis*, Leeds; *Corbin, Greener, & Cook*, for *Bury & Walkers*, Barnsley.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

ARLIDGE v. HAMPSTEAD BOROUGH COUNCIL. No. 1, 27th and 28th October.

LOCAL GOVERNMENT—PREMISES UNFIT FOR HABITATION—CLOSING ORDER—SERVICE OF ORDER ON LESSEE—FREEHOLDER UNKNOWN—SERVICE OF ORDER BY LEAVING IT WITH OCCUPANT OF PREMISES—HOUSING OF THE WORKING CLASSES ACT, 1890 (53 & 54 VICT. c. 70), s. 49—HOUSING, TOWN PLANNING ACT, 1909 (9 ED. 7, c. 44), s. 17, SUB-SECTION 3.

Where a local authority, having decided that a building ought to be closed as being unfit for habitation, made all the usual inquiries, but was unable to discover the owner of the freehold, and served a copy of the closing order addressed to the owner of the premises by leaving it with a woman in occupation thereof,

Held, that such service was sufficient, and that personal service of the order was unnecessary.

Decision of Neville, J., *affirmed.*

Appeal by the plaintiff from a decision of Neville, J. (reported 59 SOLICITORS' JOURNAL, 717). The plaintiff was the lessee of certain premises at Hampstead for the residue of a term of ninety-nine years, created by a lease dated 17th September, 1869, except the last day thereof, and a closing order was made in respect of such premises by the defendant council. The plaintiff had appealed against this order, and taken other proceedings to obtain its withdrawal without success, and in the present action claimed a declaration that the order was inoperative on the ground of insufficient service. The defendant council had made inquiries from tenants of the premises, and owners, tenants and agents of adjoining premises, and had searched the file of drainage applications in respect of the revaluation of the premises, but had been unable to discover who was the freeholder. A sealed copy of the order was thereupon made, addressed to "the owner," and was served by leaving it with a woman who was in occupation of the premises. The plaintiff moved for an injunction to restrain the defendant council from enforcing the order, and counsel on his behalf contended that the Act of 1890 required personal service of the order, as distinguished from service of notice of an order. Neville, J., held that the service had been sufficient, and refused the injunction. The plaintiff appealed.

THE COURT (Lord COZENS-HARDY, M.R., BANKES and WARRINGTON, L.JJ.) dismissed the appeal, holding that the decision of the learned Judge was perfectly right. Both the order and notice of the order had been properly served upon the plaintiff.—COUNSEL, *C. E. E. Jenkins*, K.C., *Brooke Little* and *R. H. Hodge; Peterson*, K.C., and *S. G. Turner*. SOLICITORS, *Rubinstein, Nash, & Co.; A. P. Johnson*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

FRANKLIN AND OTHERS v. FRANKLIN AND OTHERS. Neville, J. 22nd October.

PRACTICE — PARTIES — BENEFICIARIES AGAINST TRUSTEES — TRUSTEES NOMINAL DEFENDANTS—R.S.C., ORD. 16, RR. 11 AND 12.

An objection as to parties raised by a defendant—where other defendants who were trustees had the legal estate, and the claim was by beneficiaries under the trust to have a transaction, purporting to be a sale, declared to be a mortgage, with power in the trustees to redeem—that such defendant trustees ought to be co-plaintiffs with the beneficiaries, was successfully sustained at the trial, although not raised in the defence of the objecting defendant.

Walters *v.* Green (1899, 2 *Ch.* 696) *and* Republic of Chili *v.* Rothschild (1891, *W. N.* 138) *held not applicable; also R.S.C., ord.* 16, *rr.* 11 *and* 12, *not applicable to such a case.*

In 1908 George Franklin, for valuable consideration, assigned shares and debenture stock of considerable value, subject to incumbrances, to trustees upon trust for the benefit of his wife and children. At this date the shares and debenture stock were deposited with the bankers of George Franklin by way of mortgage to secure his overdraft of upwards of £11,000. In 1912 the bank required G. Franklin to clear his overdraft, and, he being unable to do so, requested his brother, the first defendant, to help him. The first defendant paid off the bank, and took a transfer of the shares and debenture stock, and subsequently George Franklin died. The plaintiffs, who were the beneficiaries under the settlement, brought this action, and claimed a declaration that the transaction between the brother and the bank was not a sale, but a transfer of mortgage, and that the other defendants, who were the trustees of the settlement, could redeem. The defendant Franklin, the brother, pleaded that the transaction was an out-and-out sale to him. The defendant trustees submitted to act as the Court should direct. For the defendant Franklin it was objected that the action was not properly constituted, because the defendant trustees were in fact the legal owners of the shares and stock, and one of them was a solicitor, who was also solicitor for the plaintiff beneficiaries. The trustees should be plaintiffs, unless they had refused to sue, which was not alleged, as the pleadings did not state that they had been requested to sue, and had declined. The defendant Franklin ought to know who to look to for his costs if he succeeded, and he was entitled to have the defendant trustees as plaintiffs for that purpose. For the plaintiffs, on this preliminary point, it was contended that the objection as to parties should have been taken sooner, and, as it was not raised by the defence of Franklin, should not be allowed; and rr. 11 and 12 of ord. 16 were referred to; also the cases of *Walters* v. *Green* (1899, 2 Ch. 696) and *Republic of Chili* v. *Rothschild* (1891, W. N. 138). All the parties being before the Court, and all the beneficiaries being *sui juris*, the objection was bad, and ought not to be allowed. It was merely formal, and no amendment was necessary.

NEVILLE, J., after stating the facts, said: This objection is fatal. It is for the trustees to decide whether they will sue or not. [Note.—The trustees decided to sue, and the Judge amended the proceedings forthwith, and the case was eventually settled.]—COUNSEL, *A. F. Peterson*, K.C., and *C. Leech; C. E. E. Jenkins*, K.C., and *H. B. Vaisey; E. C. Clay*. SOLICITORS, *Taylor, Hoare, & Co.*, for *Randolph Eddowes, Prentice, & Douglas*, Derby; *Peacock & Goddard*, for *H. T. Kearsey*, Great Grimsby.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **CANNON. CANNON v. CANNON.** Sargant, J. 22nd October.

WILL—CONSTRUCTION—ANNUITY—PUR AUTRE VIE—TERM POINTED OUT—PRIMA FACIE MEANING OUSTED—SUFFICIENT INDICATION TO CONTRARY IN THE WILL.

Although prima facie *an annuity is given for the life of the annuitant, yet, if another term for payment is pointed out, that term is not inserted by way of restriction to the period of the annuitant's life, but is in substitution for that period.*

Savery *v.* Dyer (1738, *Ambler*, 139) *followed.*

Where the only interest that the testator gave to his wife was restricted to her widowhood, and the benefits, other than those in respect of income given to the children, did not arise until the wife died or remarried,

Held, that the testator had sufficiently indicated an intention that the annuities given by the will to his children should continue during the widowhood of the testator's wife, and should not cease on the death of the annuitant.

Re Ord (12 *Ch. D.* 22) *followed.*

This was a summons taken out by the trustees of the will of one W. G. Cannon to have it determined whether a particular annuity had ceased to be payable on the death of the annuitant, or continued to be payable to his administratrix till the happening of another event. The testator by his will, made in 1904, gave his residuary real and personal estate to trustees upon trust, during the widowhood of his wife, to stand possessed of the income upon trust to pay certain annuities in each case beginning from his death, including an annuity of £208 to his wife during widowhood, and to certain of his children, including James

Arthur Cannon, who had now died, an annuity of £52 each. He went on to declare that the annuities payable to such of his said children as should be under the age of twenty-one years might, during their minorities, be paid by the trustees to the infants' guardians. The testator then directed that the rest of the income should be applied in paying off certain mortgages, and that, when they had been redeemed, the trustees should divide, during the widowhood of his wife, the remainder of the income among his said children equally, and that after the death or remarriage of the testator's wife, the trustees should hold the residue and the income thereof upon trust, subject to a special provision for one of the sons, for all his other sons and daughters equally. The said James Arthur Cannon survived the testator, but died intestate during the widowhood of the testator's wife, and this summons was accordingly taken out to determine whether his annuity ceased to be payable at his death, or whether it continued to be payable to his administratrix during the remainder of the widowhood of the testator's wife. Counsel for the administratrix contended that she took the annuity during the remainder of the widowhood of the testator's wife, and relied on *Re Ord* (12 Ch. D. 22), while counsel for the other beneficiaries argued that the annuity ceased to be payable on his death.

SARGANT, J., after stating the facts, said: It has been contended that the annuity to each son is like an ordinary annuity, only payable during the son's life, and that as the son has died, there is a *hiatus* in the provision for the son, and the annuity comes to an end. But there is, in my judgment, enough in the will to prevent me from coming to that conclusion. *Prima facie*, when an annuity is given, it is only for the life of the annuitant, but if another term for payment is pointed out, then that term is not inserted by way of restriction to the period of the annuitant's life, but is in substitution for that period. This was decided long ago in *Savery* v. *Dyer* (Ambler, 139). The only interest given to the testator's wife was restricted to her widowhood, and the benefits, other than those in respect of income given to the children, did not arise until the wife died or remarried. I think this case comes within the decision in *Re Ord* (12 Ch. D. 22), and the testator has sufficiently indicated an intention that the annuity of each child should continue during the widowhood of the testator's wife, and should not cease on the death of the annuitant.—COUNSEL, *T. T. Methold; W. F. Swords; Percy F. Wheeler.* SOLICITORS, *Baddeleys & Co.; G. T. B. S. Thurnell.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re **DACRE. WHITAKER** *v.* **DACRE.** Sargant, J. 14th and 26th October.

ADMINISTRATION—TRUSTEE IN DEFAULT—SET-OFF—RETAINER—FOLLOWING TRUST FUNDS—LEGACY—DERIVATIVE TITLE.

Where a trustee had misappropriated trust funds, and paid them into his own account at his bank, it was held that his co-trustee, when he discovered the misappropriation, could follow the trust funds, and had a charge on the balance of the defaulting trustee at his bank.

Re Hallett's Estate (1880, 13 *Ch. D.* 696) *applied.*

The co-trustee can retain or set-off against the misappropriated trust money such part of the legacy as devolved by derivative title beneficially on the defaulting trustee.

The principle of Jacobs *v.* Rylance (1874, *L. R.* 17 *Eq.* 340), *or the principle of* Cherry *v.* Boultbee (1839, 4 *My. & Cr.* 442), *applied.*

This was a summons in a creditor's action for administration of the estate of Henry Dacre, who died insolvent, taken out by Frederick Womack, the surviving trustee of the will of J. G. Womack, claiming (1) payment to himself of a sum of £215 5s. 9d.; and (2) a declaration that he was entitled to set-off or retain against misappropriated trust money such part of the legacy of £2,000 bequeathed to Alice Dacre as had devolved beneficially on Henry Dacre. The facts were these: J. G. Womack, who died in 1904, by his will appointed Henry Dacre, M. M. Womack (since dead), and F. Womack his executors and trustees, and bequeathed a legacy of £2,000, which had not yet been paid, to Alice Dacre, the wife of Henry Dacre. Alice Dacre had died in 1909, bequeathing by her will her whole estate to Henry Dacre, whom she appointed her sole executor. Henry Dacre did not prove his wife's will, and died in 1915, having by his own will appointed J. W. Dacre and J. C. Dacre his executors, to whom administration with the will annexed of Alice Dacre had recently been granted. After the death of Henry Dacre it was discovered that in 1912 or 1913 he had received three cheques for £500 each paid to him on account of the trustees of the will of J. G. Womack, which he had misappropriated and paid into his private account at his own bank. When Henry Dacre died, there was a credit balance of £215 5s. 9d. on that account, which balance had been maintained and since increased. *Cur. adv. vult.*

SARGANT, J., after stating the facts, in the course of a long written judgment, said: The first point is, in my opinion, covered by the decision in *Re Hallett's Estate* (1880, 13 Ch. D. 696). On the second point it was scarcely denied that the applicant would have been entitled to succeed if the legacy of £2,000 had been given to Henry Dacre himself. That the same principles apply to a person taking, as Henry Dacre did take by derivative title, is rendered clear, in my judgment, by the cases of *Jacobs* v. *Rylance* (1874, L. R. 17 Eq. 341) and *Doering* v. *Doering* (1889, 42 Ch. D. 203). Though these decisions were founded on the somewhat technical view that a defaulting trustee must be deemed to have already paid himself to the extent of his default, the result is the same on the wider principle enunciated in *Cherry* v. *Boultbee* (1839, 4 My. & Cr. 442) and *Re Akerman* (1891, 3 Ch. 212), that a person who owes an estate money—that is to say, is bound to increase the general mass of the estate by a contribution of his own—cannot claim an aliquot share given to him out of that mass without first making the contribution which completes it; and on either view it is immaterial whether the title under which the defaulter claimed a benefit is an original or a derivative title.—COUNSEL, *A. C. Nesbitt; Owen Thompson; Dighton Pollock.* SOLICITORS, *Lindsay, Greenfield, & Masons; Blundell, Gordon, & Co.*, for *Gordon, Hunter, & Duncan*, Bradford; *Maude & Tunnicliffe.*

[Reported by L. M. MAY, Barrister-at-Law.]

CARTER *v.* **UNITED SOCIETY OF BOILERMAKERS AND IRON AND STEEL SHIPBUILDERS.** Younger, J. 28th and 29th April; 20th May; 14th October.

TRADE UNION—OBJECTS—SHARES IN LABOUR NEWSPAPER—"INVESTMENT" OF FUNDS ULTRA VIRES—PERSONAL LIABILITY OF EXECUTIVE.

Where political objects do not form part of the constitution of a trade union, it is illegal and ultra vires *the powers of the trustees of the union to invest its funds in a company formed to run a political newspaper.*

Bennett *v.* National Amalgamated Society of Operative House and Ship Painters and Decorators (1915, *W. N.* 73) *applied.*

When, on the face of such a transaction, it appears that the application of the funds of the society was really never intended to be an investment, but a contribution to assist a particular object, the moneys so used have been misapplied, and not invested, and must be refunded.

This was an action commenced against a trade union registered under the Trade Union Acts, 1871 to 1913, by a member of one of its branches for an order upon the said trade union to replace the sum of £1,000 invested by them in Labour Newspapers (Limited), and for an injunction restraining the defendants from investing any of the funds of the defendant society in shares of that company, and from making any levy upon the plaintiff or other members of the defendant society of any sum to be applied for the purposes of that company. The objects for which the defendant society was established, as stated in rule 1 (2) of its present rules, were "To obtain for its members the best possible conditions of labour in connection with the trade, and the establishment of a fund for the relief of its members in sickness, with medical and surgical aid, assistance to members out of employment, accidents, old age, for the interment of deceased members and their wives, and for regulating the relations between employers and employees in strict accordance with the following rules, and to attain these objects, or some of them, by assisting in securing legislation for the purposes of its trade, subject to the Trade Union Act, 1913." Rule 2 (1) provided that the defendant society should be administered in accordance with the whole of the rules by the executive council thereof. By rule 5 (1) the executive council were to exercise full control over the funds of the defendant society, and administer the same in strict accordance with the rules. By rule 38 (4) the funds of the defendant society were to be invested in the Post Office Savings Bank, unless otherwise sanctioned by the executive council. Rule 39 (3) provided: "The executive council and branches may propose places in which to invest the reserve fund; the same shall be submitted to the members to decide by vote. Except in any corporate body under public control all above £4 per member to be invested so that it can be obtained at any time by three months' notice." By rule 42 (3) no part of the funds of the defendant society was to be applied except in accordance with the Trade Union Act, 1913.

YOUNGER, J., after stating the facts, said: In dealing with the question whether the application of the £1,000 in the purchase of these shares is within the objects of the defendant society, I have for my guidance the decision of Warrington, J., in *Bennett* v. *National Amalgamated Society of Operative House and Ship Painters and Decorators* (1915, W. N. 73), a case which on this point appears to me to be indistinguishable from the present case. I accordingly hold that this application of the defendant society's funds is not within any of the objects of the defendant society as defined by its rules, and consequently, if it is not capable of being justified as an investment, it is *ultra vires*. Then is it an investment within the rules? I think not; but be that as it may, this case can be disposed of on broader grounds. In my opinion, the transaction was never intended to be an ordinary investment of the defendant society's funds. Even if the defendant society has power to invest in a trading concern, this subscription would not, in my opinion, have been such an investment, and could not have been so justified. The defendants did not really approach the transaction as an investment at all; their purpose—quite a meritorious one from their own point of view—was to assist the labour movement by helping to run a political newspaper in its interest. In truth and in fact this transaction, under cover of an investment, was simply a contribution (from which, in the events which have happened, no pecuniary return is forthcoming) towards the expenses of publishing a newspaper of definite political views. The moneys in question, having been misapplied, it remains only to consider whether the individual defendants are personally liable to make them good to the defendant society. In my opinion they are. The plaintiff is entitled to the ruling asked, and the defendants must pay the costs of the action.—COUNSEL, *Spencer Bower*, K.C., and *Dighton Pollock; H. Terrell*, K.C., and *Stuart Bevan.* SOLICITORS, *Maude & Tunnicliffe*, for *Simpson, Bowring, & Smith*, Derby; *King, Wigg, & Brightman*, for *Keenlyside & Forster*, Newcastle-upon-Tyne.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE TREDEGAR HALL." Sir Samuel Evans. 9th Sept.

PRIZE LAW—BRITISH VESSEL CARRYING CARGO TO ENEMY PORT—DEVIATION BY ORDER OF ADMIRALTY—INCONVENIENCE OR DELAY ATTRIBUTABLE TO A STATE OF WAR—EXTRA COST OF DISCHARGE.

The rule, that, where a voyage of a British vessel carrying cargo to an enemy port has been diverted to an English port after the announcement of hostilities, by order of the Admiralty, no sum is allowed to the shipowners in respect of any inconvenience or delay attributable to the state of war or to the consequent detention or seizure of the ship, extends to include extra cost of discharge occasioned by such Admiralty order.

The judgment in The Juno (59 SOLICITORS' JOURNAL, 251) *extended and explained.*

This was a claim by the owners of the British steamship *Tredegar Hall* for nearly £2,000 for freight from Weymouth to Cork and detention at Weymouth and Portland. In the alternative the owners said that the discharge at Cork cost them a small amount more than the discharge at Hamburg and Emden would have cost had the cargo been discharged at these places as was intended before the outbreak of war; and they claimed that small sum. After the vessel had loaded her cargo on the River Plate, which was a cargo of maize, on the bills of lading being signed she was ordered to proceed to Hamburg and Emden. She sailed before the outbreak of hostilities, but on 4th August the owners received a telegram from Lloyd's in London stating that the Admiralty suggested that, in the national interests, the steamship should be diverted to a port in the United Kingdom. When she arrived off Portland Lloyd's signal station there signalled to her master that his original orders were cancelled, and that the vessel was to proceed to the nearest British port. She ultimately did proceed on orders from the Admiralty to Cork, where she arrived on 16th August, and she subsequently discharged her cargo there. The freight due for carriage of her cargo to Hamburg and Emden was paid by the Admiralty.

Sir SAMUEL EVANS, P., after stating the facts, in the course of his judgment said: There may have been a question as to the amount of freight in this case, but no such question is now open, because the Crown has paid to the shipowners the whole freight payable in respect of the voyage to the German ports in question. An attempt has, however, now been made to get something over and above that amount by way of compensation to the shipowners for the delay. In *The Juno* (59 SOLICITORS' JOURNAL, 251) I said in my judgment: "No sum is to be allowed in respect of any inconveniences or delay attributable to the state of war or to the consequent detention and seizure." In these last words I intended to include deviation or diversion from the voyage directed by the charter-party. Now all that has happened in this case is that certain outlays have been made by reason of the diversion of the ship from her voyage on account of the war. That is, in my opinion, a loss arising to the shipowners on account of the war, and for which they are not entitled to compensation. I think the owners have been treated very generously by the Crown in that they have received payment of the full freight. With regard to the alternative claim which has been put forward, it is based on certain estimated charges in connection with the discharge of the cargo. Although it is only a small sum, I have been asked to decide the question on principle. As to this, I will refer to what I said in *The Juno*. My impression is that the special item which I allowed there was not decided on any principle at all, but merely because it might be a generous and proper thing to do in the circumstances. In the present case I think the claim must be treated as constituting losses which the shipowners had sustained by reason of the war, and accordingly should not be brought into account. For all these reasons, in my opinion, the claim must be disallowed, but there will be leave given to enter an appeal within a month, security for costs to be given for £150.—COUNSEL, *F. N. R. Laing*, K.C., and *R. A. Wright*; *C. R. Dunlop*. SOLICITORS, *The Treasury Solicitor*; *Holman, Birdwood, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Solicitors' Cases.

BUCHAN *v.* EYRE AND OTHERS. Sargant, J. 13th October.

COSTS—TAXATION—SOLICITOR'S COSTS—"ONE-SIXTH" RULE—ACTION FOR INDEMNITY OF A TRUSTEE—R.S.C. 1883, ORD. 65, R. 27, SUBRULE 38B.

Where a trustee of certain leasehold property was declared in an action which he brought against the owners to be entitled to an indemnity for all claims respecting the property, with a reservation of his right to have the indemnity enforced, and the order directed that his costs, charges and expenses as trustee should be taxed, and the result of the taxation was that his bill was reduced by more than one-sixth thereof,

Held, that the taxing master was wrong in applying ord. 65, r. 27, subrule 38b, and disallowing the solicitor's costs of drawing and copying his bill and attending the taxation.

Held, further, that the order really directed payment of the costs out of the land in question, although the steps for giving effect to the order were to be taken separately under the "liberty to apply," and that it was not a bill of costs "payable out of a fund or estate (real or personal) or out of the assets of a company in liquidation."

Simmons *v.* Simmons (1895, 39 SOLICITORS' JOURNAL, 673) *distinguished.*

This was a summons to review taxation. The defendants, Ayre and Ringcome, had acquired a freehold estate at Wandsworth, and erected a number of small houses thereon, on the completion of which they granted building leases to the plaintiff, who was a trustee for them. They reserved the ground rents to themselves, and the plaintiff in 1907 executed a declaration of trust of the leases, and was registered as proprietor thereof, and at the request of the defendants executed mortgages thereof by way of registered charges, subject to an implied covenant by the plaintiff for the payment of principal and interest, the moneys advanced being received by the defendants. In 1912 the defendants transferred their business and assets to the defendant company, and the other defendants were mortgagees under registered charges of the leasehold property. The plaintiff brought an action claiming a declaration that, in respect of the principal moneys and interest payable under the registered charges, he was entitled to be indemnified by the first defendants and the defendant company personally, and also out of the said properties. On 17th June, 1914, the Court made an order declaring that the plaintiff was entitled to be indemnified out of the properties against his personal liability in respect of these registered instruments of charge and his costs, charges and expenses in relation thereto, including his costs of the action, in priority to the claim of the defendant mortgagees in respect of their registered charges, and gave the plaintiff liberty to apply to the Judge in chambers for giving effect to his indemnity if not completed within six months from the date thereof; and it was referred to the taxing master to tax as between solicitor and client the plaintiff's costs of the action, including any charges and expenses properly incurred by him as trustee. On the taxation of the plaintiff's costs his solicitor's bill was reduced by more than one-sixth, and the taxing master, being of opinion that the case fell within ord. 65, r. 27, subrule 38B, allowed no costs to the plaintiff's solicitor for drawing and copying his bill nor for attending the taxation. The taxing master's answer to the plaintiff's objection was as follows:—"Mr. Buchan was appointed by Messrs. Ayre and Kingcome a trustee of certain leasehold property, of which he executed certain mortgages at their request and incurred personal liability. The properties have since been sold, and the purchase money is in the hands of Mr. Buchan. Under these circumstances I think that a fund was created by Messrs. Ayre and Kingcome, and the costs are payable out of that fund." Counsel referred to the case of *Simmons* v. *Simmons* (1895, 39 SOLICITORS' JOURNAL, 673).

SARGANT, J., after stating the facts, said: There is no authority on this point, for *Simmons* v. *Simmons* (1895, 39 SOLICITORS' JOURNAL, 673) was decided on another ground altogether. I hold that subrule 38B has no application to the case. The order of 17th June, 1914, amounted no doubt to an order for the payment of the plaintiff's costs out of the land in question, though the means of giving effect to the order were to be taken separately under the liberty to apply; but though the effect of that order was to relieve the defendants from any further personal liability, it did not bring the case within the operations of the subrule. In my opinion the subrule points to something in the nature of administration for the benefit of a class of persons. Moreover, if the rule does apply to the present case, it would equally apply to the case of an ordinary mortgage, or, at any rate, to the case of a mortgage involving no personal liability on the part of the mortgagor. In the present case there is a mere individual contract between the plaintiff and the defendants, Ayre and Kingcome, which was afterwards transferred to the limited company, as the result of which the plaintiff has become entitled to be paid his costs by means of the realization or enforcement of the charge against particular property, and that does not constitute the particular property an estate or fund within the meaning of the subrule. The objection must be allowed, and the matter referred back to the taxing master to vary his certificate accordingly.—COUNSEL, *J. H. Stamp*; *Whitmore Richards*. SOLICITORS, *Morton & Patterson*; *Stubbs & Latham*.

[Reported by L. M. MAY, Barrister-at-Law.]

The Equitable Trust of London (Limited), of 3, Lombard-street, E.C., has recently issued a pamphlet dealing with the formalities attendant upon the registration of probate and transfer of shares in Canadian and American companies. It is pointed out that the requirements of the various provinces, States and companies in Canada and America differ considerably, and these requirements must be duly complied with before shares can be registered in favour of executors or administrators. The pamphlet may be obtained post free on application.

New Orders, &c.

New Statutes.

On 28th October the Royal Assent was given to the following statutes :—

Post Office and Telegraph Act, 1915.
Glasgow Water Order Confirmation Act, 1915.
London County Council (General Powers) Act, 1915.
London County Council (Tramways and Improvements) Act, 1915.

War Orders and Proclamations, &c.

The *London Gazette* of 29th October contains the following :—

1. A Foreign Office Notice, dated 29th October, making further additions or corrections to the list of persons to whom articles exported to Siam may be consigned.

2. A Foreign Office Notice, dated 29th October, in continuation of the Notice published in the *Gazette* of 22nd October, of ships whose cargoes, or parts of them, have been detained.

3. Translations received from His Majesty's Ambassador at Rome of the Decrees and Regulations which have been issued with regard to the Italian Prize Court. The notification of the establishment of this court at Rome was contained in the *Gazette* of 22nd June (59 SOLICITORS' JOURNAL, p. 580). An Italian Royal Decree, adopting with modifications the Declaration of London, and another establishing lists of contraband, were printed in the *Gazette* of 6th July (59 SOLICITORS' JOURNAL, p. 615). (See under "Current Topics.")

4. The following Admiralty Notices to Mariners :—

(1) No. 1014 of the year 1915 (dated 27th October) : ENGLAND AND WALES, SOUTH AND WEST COASTS.—*Lyme Regis to Bardsey Island; Plymouth Sound and Hamoaze—Regulations respecting small Craft;* cancelling No. 536 of 1915.

(2) No. 1015 of the year 1915 (dated 27th October) : ENGLAND, SOUTH COAST; cancelling Nos. 667 and 979 of 1915 :

(1) *Beachy Head to St. Albans Head—Regulations regarding Trading, Fishing, and Pleasure Craft.*

(2) *Newhaven—Closing of the Port :—*

The Port of Newhaven is closed to all merchant vessels other than those employed on Government Service, and those which have previously obtained special permission to enter from the Divisional Naval Transport Officer, Newhaven.

(3) *Portland Harbour approach—Restriction of Traffic.*

(3) No. 1016 of the year 1915 (dated 27th October) : SCOTLAND, EAST COAST AND ORKNEY ISLANDS.—*Pilotage and Traffic Regulations;* cancelling No. 978 of 1915.

(4) No. 1017 of the year 1915 (dated 27th October) : ENGLAND, EAST COAST.—*River Humber—Pilotage Regulations;* cancelling No. 862 of 1915.

(5) No. 1021 of the year 1915 (dated 28th October) : ENGLAND, SOUTH-EAST COAST.—*North Foreland to Beachy Head—Regulations respecting Yachts and Pleasure Boats;* cancelling No. 652 of 1915.

(6) No. 1022 of the year 1915 (dated 28th October) : ENGLAND, EAST COAST.—*Yarmouth Roads—Restrictions of Navigation;* cancelling No. 45 of 1915.

(7) No. 1023 of the year 1915 (dated 28th October) : ENGLAND, EAST COAST.—*River Tyne Boom Defence—Entrance Signals and Traffic Regulations;* cancelling No. 691 of 1915.

(8) No. 1024 of the year 1915 (dated 28th October) : SCOTLAND, WEST COAST—HEBRIDES, LEWIS.—*Stornoway Harbour—Closed by night;* cancelling No. 890 of 1915.

(9) No. 1025 of the year 1915 (dated 28th October) : IRELAND, SOUTH COAST; cancelling Nos. 475 and 543 of 1915 :

(1) *Port of Queenstown—Regulations with Regard to Traffic.*

(2) *Bantry, Kenmare and Dunmanus Bays—Regulations respecting Yachts and Pleasure Craft.*

The *London Gazette* of 2nd November contains the following :—

5. An Admiralty Notice to Mariners (No. 1026 of the year 1915, cancelling No. 651 of 1915, of which the new Notice is a republication), relating to Scotland, West Coast (Firth of Clyde—Traffic Regulations).

A supplement to the *London Gazette* of 2nd November contains the following :—

6. An Order in Council, dated 3rd November, further amending the Proclamation of 28th July, 1915, prohibiting the exportation from the United Kingdom of certain articles to certain or all destinations. It includes the following :—

(1) That the exportation of the following goods should be prohibited to all destinations :—

Cinchona bark, quinine and its salts;

Metal cylinders such as are used for containing compressed oxygen or hydrogen.

(2) That the exportation of "Aluminium, manufactures of aluminium, and alloys of aluminium," which is already prohibited to all destinations abroad other than British Possessions and Protectorates, should be prohibited to all destinations.

Requisitioning of Merchant Ships.

The following official statement was issued on Tuesday :—

The Board of Trade have had their attention called to statements that the Government contemplate the requisitioning of the entire British mercantile marine.

These statements are without foundation.

The Government have, however, decided to take powers to deal, by means of the requisitioning of a sufficient number of vessels, with cases where an emergency of national importance exists at any time in any particular market owing to an absence of tonnage, and, further, to regulate the employment of British shipping in the carriage of cargo between foreign ports by means of licences.

Fuller particulars will be issued very shortly.

With a view to encouraging imports of wheat, the Board of Trade has informed owners that vessels loading in North America not later than 15th December shall be exempt from requisition on arrival at a United Kingdom port. They will further be free to start on another voyage, which need not necessarily be a North Atlantic voyage, after discharge of cargo.

Special committees are to be set up to deal with the licensing of British vessels to trade between foreign ports and for the requisitioning of steamers for the carriage of foodstuffs to this country. It is proposed that a representative of the Government shall be chairman of the first committee, and that the other members shall be two owners nominated by London and Liverpool shipping associations. Mr. J. H. Whitley, M.P., Deputy Speaker and Chairman of Ways and Means of the House of Commons, has been asked to act as chairman of the other committee.

Munition Factories.

The Minister of Munitions announces that he has made an Order, under section 4 of the Munitions of War Act, 1915, declaring 348 additional establishments as controlled establishments under the Act, as from 1st November, 1915.

A total of 1,349 establishments have now been declared as controlled under the Act from the date of the first Order, 12th July, to 1st November inclusive.

Societies.

The Union Society of London.

The second meeting of the 1915-16 sessions of the above society was held at 3 (North), King's Bench-walk, Temple, at 8 p.m. The president was in the chair. Mr. Gallop proposed "That the provisions of the Declaration of London are a standing danger to the welfare of the British Empire." At the close of the opener's speech the motion was formally seconded by Mr. Coram. Mr. Quass opposed the motion. The following members also spoke :—Mr. Edison Thomas and Mr. Coram. The motion was carried.

Munitions Tribunals and Lawyers.

The Law Society's *Gazette* for October says that at a meeting of the Council held on 10th September a letter was read from the hon. secretary of the Newcastle-upon-Tyne Law Society, urging that the Council should object to the rule providing that as regards tribunals of the second class referred to in the Act no party to any proceeding should be represented before that tribunal by counsel or solicitor.

A letter was also read from the Ministry of Munitions of War, stating, in reply to a communication which had been addressed to him on behalf of the Council, that the rule in question was very carefully considered by the Minister, that it was to be noted that the rule applied only to local munitions tribunals, whose jurisdiction is confined to minor cases arising under the Act, that the only offences in this category are breaches of rules of controlled establishments, or regulations under section 4 (5) of the Act, and breaches of undertakings by workmen under section 6 (1), and that, in addition, these tribunals hear complaints under section 7 (2) that an employer's consent to a workman's leaving him has been unreasonably withheld. It was felt that legal aid would not be necessary in these minor cases and that permission to employ it on either side might put the workman at a disadvantage; moreover, it was desired that cases of this character should be heard by a tribunal of a more domestic character than the ordinary Courts; and the rule was in fact the result of a Parliamentary pledge to that effect. As regards the more serious cases which might involve important points of law, there was no restriction on the employment of counsel or solicitors; and in the circumstances the Minister did not see his way to consider the rescission of the Rule.

It was resolved that, having regard to the statements in the letter from the Ministry of Munitions, the Council do not consider that they can usefully take further action, and that the Newcastle-upon-Tyne Incorporated Law Society be so informed.

Law Students' Journal.

Law Students' Society.

UNIVERSITY OF LONDON LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 2nd November, 1915, at University College (Mr. R. F. Levy, LL.B., in the chair), the subject for debate was: "That the modern tendency of education is retrogressive." Mr. G. R. Blake opened in the affirmative, and Mr. George B. Parks in the negative. The following members also spoke:—Messrs. Padshah, Godwin, Bradbury, and Gallagher. The leaders having replied, on the motion being put to the meeting it was lost by six votes.

Obituary.

Mr. John A. Ross.

Second Lieutenant JOHN ALEXANDER ROSS, 17th London Regiment, who was killed in France on 26th October, in his thirty-fourth year, was the second son of Mr. Alexander Ross, president of the Institution of Civil Engineers, and late Chief Engineer Great Northern Railway, and Mrs. Ross, of 36, Fellows-road, South Hampstead, N.W. He was educated at Manchester Grammar School and University College, London. He was articled to a member of the firm of Messrs. Sworder & Longmore, Hertford, and was admitted in 1907, afterwards obtaining an appointment in the solicitors' department, Great Northern Railway. He received his commission in February last and left for France towards the end of September.

Mr. Gilbert Raper Frere.

Lieutenant GILBERT RAPER FRERE, 10th Rifle Brigade, who was born in 1888, was the elder son of Mr. and Mrs. Ernest R. Frere, of St. George's Lodge, Cookham, Berks. He was educated at Haileybury College and at Brasenose College, Oxford, where he was captain of the college rowing. After leaving Oxford he was articled to Mr. A. F. Forster, of the firm of Messrs. Frere, Cholmeley & Co., solicitors, of Lincoln's Inn-fields. He was for four years an officer in the London Rifle Brigade, retiring in 1913. On the outbreak of the war he received a commission in the 10th Rifle Brigade, and was appointed adjutant shortly after joining. He was wounded on 25th October, and died on the evening of that day at a casualty clearing station in France.

Mr. Ivor Forsyth-Grant.

Lieutenant IVOR FORSYTH-GRANT, 2nd Lovat Scouts, who died of wounds at the Dardanelles on 19th October, was the only son of Mr. and Mrs. George Forsyth-Grant, of 43, Northumberland-street, Edinburgh, and St. Cyrus, Kincardineshire. He was born in February, 1888, and was educated at Edinburgh Academy and Edinburgh University, where he graduated M.A. and LL.B. In 1913 he was called to the Scottish Bar, and had already shown much promise, notably in a criminal case, for his single-handed defence of which before a special bench of five judges he received the compliments of the Lord Justice-General. He also took a prominent part in promoting the Boy Scout movement in poor districts of the city, and was responsible for the formation of a committee of university men with this object. On the outbreak of war he was mobilized with Lovat's Scouts, in which he had been promoted lieutenant in the previous January.

Legal News.

Appointments.

The Right Hon. Sir FREDERICK SMITH, K.C., M.P., who was appointed Solicitor-General on the formation of the Coalition Government last May, has been appointed to be Attorney-General in succession to the Right Hon. Sir Edward Carson, resigned.

The Right Hon. GEORGE CAVE, K.C., M.P., has been appointed to be Solicitor-General in succession to Sir Frederick Smith. Mr. Cave, who took high honours in classics at Oxford, was called to the Bar at the Inner Temple in 1880, and took silk in 1904. He is member for the Kingston Division of Surrey, and has been for many years a leading member of the Conservative Party.

Mr. E. TINDAL ATKINSON, K.C., has been appointed Chancellor of the County Palatine of Durham, in succession to Mr. J. Scott Fox, K.C., who was recently appointed a County Court Judge. Mr. Atkinson was called to the Bar in 1870, and took silk in 1886. He is Recorder of Leeds, and has held the office of Attorney-General for the County Palatine of Durham.

Sir VINCENZO FRENDO AZOPARDI, Knt., LL.D., C.M.G. (Crown Advocate), has been appointed to be the Chief Justice and President of his Majesty's Court of Appeal for the Island of Malta.

Mr. W. H. THIRKELL, solicitor, of Ryde, was appointed last April by Princess Henry of Battenburg, Governor of the Isle of Wight, as Assistant Deputy Coroner for the Isle of Wight. Mr. Thirkell is a member of the Law Society, and was admitted in December, 1879. He is a member of the Solicitors' Benevolent Association, and an alderman of the Borough of Ryde. Princess Henry holds the office of coroner of the Isle of Wight by virtue of her governorship.

Changes in Partnerships.

Partnership.

Mr. GEORGE WHEELDON, solicitor, of, 2, Post Office-avenue, Southport, has entered into partnership as from 1st November, 1915, with Mr. THOMAS GOFFEY, who has practised in Southport for many years. The partnership practice will be carried on at 1, London-street, Southport, under the style of "Goffey & Wheeldon."

Dissolutions.

BERNARD WATSON KING and FREDERIC CHARLES TUNNICLIFFE, solicitors (Bernard, King, & Tunnicliffe), Windsor-chambers, Penarth, in the county of Glamorgan. Oct. 1. The said Frederic Charles Tunnicliffe will carry on the business. [*Gazette*, Nov. 2.

ROBERT HOAR, RICHARD TURNER TATHAM, and WILLIAM HINGESTON WHITEHEAD, solicitors (Hoar, Tatham, & Whitehead), 9, King-street, Maidstone, in the county of Kent. Oct. 30. As from the 1st day of November, 1915, the said business will be carried on in partnership by Francis Robert Howlett, Richard Turner Tatham, and William Hingeston Whitehead, at No. 9, King-street, Maidstone, under the style or firm of Howlett, Tatham, & Whitehead. [*Gazette*, Oct. 29.

General.

A Reuter's message from Amsterdam states that the new Budget which has been submitted to the Dutch Second Chamber proposes to impose a "Christian name" tax. At the registration of a newly-born baby all Christian names with the exception of one are to be taxed.

Judge Rentoul, K.C., announced in the City of London Court on 29th October that the Home Secretary had issued a notice that munition workers would be exempt from service as jurymen.

A gasfitter, summoned by the Guardians at West Ham for the maintenance of his daughter, was asked as to his employment, and replied, "I am now employed preparing illuminations for the coming peace celebrations."

In the House of Commons on 28th October Sir E. Grey, replying to Commander Bellairs, said that the Declaration of London, not having been ratified, his Majesty's Government were free to adopt, as they had done, such of its provisions as seemed to them to express satisfactorily generally accepted rules of international law.

A Reuter's message from Washington, dated 1st November, says that the United States Supreme Court has declared unconstitutional the Arizona anti-alien law, against which several foreign Governments had protested. Great interest is taken in the decision as possibly reflecting the decision of the court on the California anti-alien law to which Japan objects.

Notice of appeal has been lodged against the recent decision of Alderman Sir John Knill ordering the destruction of certain pamphlets seized by the City police at St. Bride's House, Salisbury-square, which is in the joint occupation of the National Labour Press and the Independent Labour Party. The appeal will be heard by the Court of Quarter Sessions of the City of London in January next.

In the House of Commons on 28th October Sir J. Simon, in answer to Sir W. Byles, said: Thirteen men and one woman have been convicted of espionage committed since the war began. Of these nine men were tried by court-martial, the others by judges and juries. Of the thirteen men ten were sentenced to death and have been executed. The other three men and the woman were sentenced to terms of penal servitude.

In the House of Commons on 28th October Sir J. Simon, in reply to Mr. Joynson-Hicks, said: On 13th May last, when the new policy was announced by the Prime Minister, there were 19,569 alien enemies other than combatants interned. The total now in internment camps is 32,488, so that the net increase is 12,919. During this period the total number of releases has been 580, including boys, old men, and invalids released and repatriated in exchange for British civilian prisoners.

A Lloyd's message from Halifax, N.S., states that the Dutch steamer *Hamborn* has been brought in there on suspicion of German ownership. This seizure (says the *Times*) is the first of the kind reported since the Government announced its decision a week ago no longer to put into force Article 57 of the Declaration of London, which provided that the neutral or enemy character of a vessel was determined by the flag she was entitled to fly. The owners of *The Hamborn*, according to Lloyd's Register, are the "Vulcaan" Steamship Company, of Hamborn-Bruckhausen, Germany, and Veerkade, 6, Rotterdam. She is a steamer of 1,229 tons, built in 1910.

In the House of Commons on 28th October Mr. Montagu, replying to Sir J. D. Rees, who asked the Chancellor of the Exchequer whether he had any official information shewing that not inconsiderable numbers of forged currency notes were now in circulation, said: No, sir. My information is to the contrary effect. May I take this opportunity of drawing attention to the Press notices which appeared on 2nd September and 26th October in which the Treasury warned the public against statements which have been circulated that currency notes bearing certain specified serial numbers are forgeries? Careful inquiry has failed to find any ground for such allegations, which are believed to have come from enemy sources and to be circulated merely with a view to shaking confidence.

Temporary relief, says the *Times*, is to be given to poor persons who have suffered injury and loss through the recent air raids. This decision has been come to as a result of negotiations between the Treasury and the Government Committee on the Prevention and Relief of Distress. Many applications have been received by the Treasury for relief. The Committee have agreed that the National Relief Fund is available, and the fund is making grants in some cases. It will not, however, grant relief in the nature of compensation for personal injury or in cases which would involve a permanent charge on the fund, or in any way to persons in a position to take advantage of the Government insurance scheme. In cases of injury to property steps are being taken to have these dealt with by local representative committees, so that poor persons may have furniture and essential articles of domestic use replaced.

In the House of Commons on 28th October Mr. Long, replying to Mr. Fell, said: The Government Committee on the Prevention and Relief of Distress have approved a scheme for the alleviation of exceptional distress in the watering-places on the East Coast, and I have invited representatives of the towns concerned to meet my officials to discuss the details. The necessary funds have been generously provided by the Canadian Government, and it is proposed to make grants to each distressed town for meeting the needs of the lodging-house keepers who have suffered in a peculiar degree from the effects of the war. I am sure that the House will wish me to express its warm thanks to the Government of our great Dominion for this additional proof of their desire to share in our common burdens. Mr. R. M'Neill asked whether the term "East Coast towns" would include towns on the South Coast which had also suffered. Mr. Long: It will include any town which can satisfy me that it has suffered in this particular way.

In reply to Mr. Shirley Benn, who asked how many British ships have been transferred to foreign flags since the beginning of the war, Mr. Runciman says: Of the 247 British vessels which have been transferred to foreign flags since the commencement of the war, about one-half were transferred before the British Ships (Transfer Restriction) Act came into force. In the case of vessels transferred since the Act came in force, a bond or other effective guarantee is required that the vessels will not be used directly or indirectly to help the enemy's trade. The list also includes vessels transferred to Allied Governments.

In the House of Commons on 28th October Sir E. Grey, replying to Lord C. Beresford, who asked whether the British policy towards Germany, after her many breaches of international law, was to regard this country as unfettered by any previous declarations or conventions to which Germany and the Crown were signatories, although towards neutral Powers Great Britain might still adhere to such declarations or conventions, said: As far as Germany is concerned I agree with the noble lord that this country is under no obligation to her in respect of the declarations and conventions named. We shall, however, I hope, continue, whatever Germany does, to pay regard to those considerations of humanity which are independent of any convention or declaration, and the rights of neutrals must, of course, be respected.

A Reuter's message from Sydney, dated 31st October, says that on 30th October, in the District Court, the shipowners endeavoured to have a fine of £1,000 imposed on the Coal Lumpers' Union, whose men have been on strike. Mr. Justice Heydon, speaking with great feeling, said that the strike was delaying the dispatch of reinforcements from Australia. There were probably many coal-lumpers at the front. If these delayed the operations even for a day they would be shot, and the Sydney coal-lumpers would say, "Serve them right." "What difference," asked the Judge, "is there between such action at the front and here? The nation is at war, and every subject should help, not hinder." He failed to understand why the strikers included transports in their ban. It seemed as if the coal-lumpers wanted to imitate the example of Germany by treating an agreement like a scrap of paper. It would be worth a large sum to Germany if she could secure the delay of a single transport.

ROYAL EXCHANGE ASSURANCE.—At a Court of Directors held on 20th October it was decided to pay, on 6th November then next, an interim dividend of four pounds ten shillings per cent., less income tax, on the capital stock of the corporation, in respect of the half-year ending 30th June, 1915.

The Property Mart

Result of Sale.

Messrs. H. E. FOSTER & CRANFIELD held their periodical sale of reversionary interests at the Mart, on Thursday, the 4th inst., when the following lots were sold at the prices named:—

REVERSIONS—		
To about £400	Sold	£100
To about £2,000	"	£1,200
To £76 Consols	"	£210
LIFE INTEREST in £54 per annum	"	£230

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JOYCE.	Mr. Justice NEVILLE.
Monday ..Nov. 8	Mr. Leach	Mr. Jolly	Mr. Goldschmidt	Mr. Borrer
Tuesday 9	Goldschmidt	Greswell	Bloxam	Leach
Wednesday .. 10	Borrer	Bloxam	Farmer	Greswell
Thursday 11	Synge	Goldschmidt	Church	Jolly
Friday 12	Farmer	Leach	Greswell	Bloxam
Saturday 13	Church	Borrer	Leach	Synge

Date.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.
Monday ..Nov. 8	Mr. Church	Mr. Greswell	Mr. Synge	Mr. Bloxam
Tuesday 9	Farmer	Church	Borrer	Jolly
Wednesday .. 10	Goldschmidt	Leach	Jolly	Synge
Thursday 11	Leach	Borrer	Bloxam	Farmer
Friday 12	Borrer	Synge	Goldschmidt	Church
Saturday 13	Greswell	Jolly	Farmer	Goldschmidt

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Oct. 26.

BROWN & FIVEASH PATENTS, LTD.—Creditors are required, on or before Nov 25, to send their names and addresses, and the particulars of their debts or claims, to G. M. Morewood 15, Seething la, liquidator.

ELLIS'S STORES, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Stanley Lingard, 10, Marsden st, Manchester, liquidator.

PHILLIPS & Co (BIRMINGHAM), LTD.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to John William Hinks, 117, Colmore row, Birmingham, liquidator.

SCOTT BROTHERS (YORKSHIRE), LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, with particulars of their debts or claim, to Thomas Henry Dercourt, 11, Bank st, Sheffield, liquidator.

STEAMSHIP CALCUTTA CO, LTD.—Creditors are required, on or before Nov 28, to send their names and addresses, and the particulars of their debts or claim, to Charles T. Glanville and Percy B. Glanville, 38, Great St. Helens, liquidators.

London Gazette—FRIDAY, Oct. 29.

F. H. WHEELER & S. F. EDGE, LTD.—Creditors are required, on or before Dec 10 to send their names and addresses, and the particulars of their debts or claims, to Alfred Norris, Gallops Homestead, Ditchling, Sussex

HOMAN SYNDICATE LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 31 to send in their names and addresses, and particulars of their debts or claims, to Geo. H. Johnson, Capel House, 62, New Broad st, liquidator

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 2.

BENNETT BROS. (MOTOR BODIES), LTD.—Creditors are required, on or before Dec 11 to send their names and addresses, and the particulars of their debts or claims, to Percy P. Daniel, 8-11, Paternoster row, liquidator.

BOSANQUET AND WHELER, LTD. (IN LIQUIDATION).—Creditors are required on or before Dec 8, to send in their names and addresses, and the particulars of their debts or claims, to Mr. H. Dowden, 48 Chancery la, liquidator.

CARNARVON BAY HOTEL & BUNGALOWS, LTD.—Creditors are required, on or before Dec 21 to send their names and addresses, and the particulars of their debts or claims, to R. Isaac Jones, 14, Castle sq, Carnarvon, liquidator.

WILLIAM BOYLE & CO. LTD.—Creditors are required, on or before Dec 14 to send their names and addresses, and the particulars of their debts or claims, to John Haworth, 15, Richmond terr, Blackburn, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Oct. 22.

Cabins, Ltd.
Electric Pavilion (Brixton), Ltd.
Electric Pavilion (Clapham), Ltd.
Stannaries Syndicate, Ltd.
Hampstead Cartage Co, Ltd.
David & Co (Cardiff), Ltd.
Bradford Motors, Ltd.
Bangham & Brooke, Ltd.
Anglo Belgian Under Wear Co, Ltd.
Isaac Matthews & Sons (Nurserymen), Ltd.
Weber Rubber Co, Ltd.
African Consta Agency, Ltd.
Hippodrome Bolton, Ltd.
Kuala Jelei Rubber Co, Ltd.
Chertsey Electric Theatres, Ltd.
Dixiana Steamship Co, Ltd.

London Gazette.—TUESDAY, Oct 26.

Wheatrigg Coal Co, Ltd.
Kingston Cafe and Restaurant Co, Ltd.
British India and Queensland Agency, Ltd.
White Sabi Gold Mining Co, Ltd.
Henry Douglas & Co, Ltd.
Zeglen Frabric Co, Ltd.
Sumner's Brewery Ltd.
Alma Manufacturing Co, Ltd.
Dickie, Glass & Co, Ltd.
South African Copper Trust, Ltd.
Clarmac Roads, Ltd.

London Gazette.—FRIDAY, Oct. 29.

Burnet and Temple, Ltd.
Novelty Swings, Ltd.
Rhinds Cash Chemists, Ltd.
United Gas Works Development Co, Ltd.
Albert Castlemaine and Co, Ltd.
Brown and Fiveash Patents, Ltd.
Reppans, Ltd.
Nelson Line (London) Ltd.
New Vibro Concrete, Ltd.

London Gazette.—TUESDAY, Nov. 2.

Coal Consumers' Pioneer Society, Ltd.
Co-operative Granite Quarries, Ltd.
Hulton Model Laundry, Ltd.
Bennett Bros. (Motor Bodies), Ltd.
Aerolite, Ltd.
Foldex, Ltd.
Portland Cement Construction Co, Ltd.
Philip Watson Co, Ltd.
Donald Steamship Co, Ltd.
Aberdaron Co-operative Housing Society, Ltd.
Sheffield Conservative and Unionist Club Buildings Co, Ltd.
Goldschmidts Export and Import Co, Ltd.
Imperial Ethiopian Rubber Co, Ltd.
Carnarvon Bay Hotel and Bungalows, Ltd,
Olympia (Leicester), Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette.—FRIDAY, Oct 22.

BAINBRIDGE, EMERSON MUSCHAMP, Upper Grosvenor st, Nov 15 Bainbridge, Newcastle upon Tyne
BALDWIN, JANE, Brighton Nov 22 Neale, Brighton
BEARD, EMMA, Twickenham, Middlx Nov 10 Haslip, Martin's la
BELLHOUSE, WALTER, Cheltenham Nov 30 Higson & Co, Manchester
BETTS, SAMUEL, Little Hadham, Herts Dec 10 Gayton & Hare, Much Hadham, Herts
BIEDERMANN, JOSEPH STEPHEN, Haywards Heath, Sussex Dec 1 Terrell & Varley Copthall av
CATTLEY, MARY FRANCES, Egdean, Sussex Nov 30 Sturt, Old Jewry
COTTERILL, WILLIAM JAMES, Sparkhill, Worcester Nov 30 Baker & Co, Birmingham
COUNDON, SARAH, Ilford, Essex Nov 20 Pettiver & Pearkes, College hill
COVELL, CHARLES, Ashurst, Kent, Coal Merchant Nov 22 Buss & Levett, Tunbridge Wells
DAYNES, ISAAC, Panxworth, Norfolk, Farmer Nov 22 Bignold & Co, Norwich
GUNZBURG, Baron ALEXIS GEORGE DE, South Audley st Nov 30 Seaton & Co, Gray's inn sq
DUFFIELD, JAMES, Tallantyre Hall, nr Cockermouth Dec 1 Clegg & Sons, Sheffield
EAST, ARTHUR JAMES, Wapping, Wholesale Shipping Provision Merchant Dec 25 Gardner & Hovenden, Charterhouse sq
EAST, JOSEPH THOMAS, Snaresbrook, Essex, JP, Wholesale Shipping Provision Merchant, Dec 25 Gardner & Hovenden, Charterhouse sq
EAST, JOSEPH WARWICK, Romford, Essex, Wholesale Shipping Provision Merchant, Dec 25 Gardner & Hovenden, Charterhouse sq
EMSLEY, JOHN, Salford, Lancs Nov 19 Yates, Manchester
FORSYTH, WILLIAM, Worcester, Sculptor Nov 25 Yonge, Worcester
FRANKLAND, ANN, Clitheroe, Lancs Nov 15 Ramsbottom, Clitheroe
HAWORTH, GEORGE EDWARD, Cheadle Hulme, Chester, Chartered Accountant Dec 4 R & W Page, Manchester
HENDERSON, SYDNEY HERBERT CAMPBELL INNES, Grenaglns, South Tottenham Nov 20 Leighton & Savory, Carey st
HILL, JAMES HAMLYN, DD, Urchfont, Wilts Dec 15 Radcliffe, Devizes
HILL, Rev JOSEPH, Poole, Dorset Dec 31 King & Sharman, March, Cambs
HINDLE, JAMES, Pendleton, nr Manchester Dec 4 R & W Page, Manchester
HOARE, KATHERINE PATIENCE GEORGIANA, Cosham, Southampton Nov 30 Russell & Co, Norfolk st
HOFFMANN, ISIDORE, Great St Helens, Mining Engineer Nov 22 Holt, Gray's inn sq
HOOPER, HARRY JOHN, Parkstone, Dorset, Contractor Dec 10 Hickey, Bournemouth
JONES, MARY LOUISE, Bexhill on Sea Dec 4 Stewart & Son, Laurence Pountney la
KINGSFORD, CLARA, Canterbury Dec 1 Reid, King st, Cheapside
KNIGHT, FREDERICK WILLIAM, Southsea, Photographer Dec 1 Parker & Co, Portsmouth
CLAPP, WILLIAM, Jenner rd, Stoke Newington, Boot Manufacturer Dec 6 Syrett & Sons, Finsbury pvmt
LEIGH, EVAN ARTHUR, Grange over Sands, Lancaster, Merchant Dec 4 Allen & Co, Manchester
LODWIG, JOHN DAVID, Brynhyfryd, Swansea Oct 30 Jenkins & Co, Swansea
LYNEX, LIZZIE, Walsall Feb 6 Marlow & Co, Walsall
MARRIOTT, ADA JESSIE, George st, Manchester sq Nov 22 Sturt, Old Jewry
MARTIN, WILLIAM SILLETT, Cosham, Hants Dec 1 Edmonds & Bullin, Portsmouth
MONK, STEPHEN, Williamson st, Holloway Nov 20 Pearce & Nicholls, Clement's inn
MORLEY, MARY, Middlesbrough, Dec 3 Belk & Co, Middlesbrough
PACE, HENRY JOSEPH, Portsmouth, Nov 3 Elvy & Co, Bedford row
PARKER, ALFRED GRAY, Handsworth, Birmingham, Dec 4 Whitehouse, Birmingham
PRATT, ELIZA, Putney Hill Surrey, Nov 26 Clayton & Co, Lancaster pl, Strand
QUICK, ELIZABETH JANE, Trumans rd, Stoke Newington, Nov 30 G & W Webb Devonshire sq
RIGNALL, JAMES MATTHEW, Walton on Thames, Builder's Clerk Nov 6 Mawby & Co, Queen st, Cheapside
ROBSON, JOHN JAMES, Denbigh rd, Kensington Nov 11 Scadding & Bodkin, Gordon st
RUSSELL, MARY, Andover, Hants Dec 4 Page, Manchester
SAUNDERS, GRACE ELLEN, Bath Dec 6 Stone & Co, Bath
SMITH, WILLIAM, Aston, Warwick, Clothier Nov 30 Walker & Meek, Birmingham

STALKER, MATTHEW, Lancaster Dec 1 Arnison & Co, Penrith
SULLY, JOHN, Old Cleeve, Somerset, Veterinary Surgeon Nov 11 Joyce & Co, Williton, Somerset
SWAIN, ISAAC HOWARD WILLIS, Stockport Nov 16 Russell & Co, Stockport
SYKES, ALLEN OWEN, Lindley, Huddersfield Nov 30 Armitage & Co, Huddersfield
THOMAS, ELIZABETH, Westbury upon Trym, Bristol Dec 4 Meade-King & Co, Bristol
URIDGE, ADELE VICTORINE, Lewes, Sussex Nov 30 Vinall & Sons, Lewes
WAGGITT, ARTHUR, Haverton hill, Durham Nov 22 Hardy, Middlesbrough
WHARTON, WILLIAM BUTTERWORTH, Manchester Nov 30 Simpson & Simpson, Manchester
WHITEHEAD, CHARLES HENRY, Birkby, Huddersfield, Butcher Nov 30 Armitage & Co, Huddersfield
WHITEHEAD, WALTER, Manchester Dec 3 Birch, Southport
WILSON, JAMES, Cadogan pl Nov 30 Preston & Foster, Craig's Court House, Charing Cross

London Gazette.—TUESDAY, Oct. 26.

BATHE, ELLEN BEATRICE, Peckham House, Peckham Dec 1 Stileman & Neate, Southampton st, Bloomsbury
BROWN, ARTHUR, Horsham, Sussex Dec 21 Bew, Chichester
BURN, JOHN, Upper Phillimore pl, Kensington Dec 8 Tatton & Co, Kensington High st
CAWTHORNE, WALTER RHODES, Arragon gdns, Streatham Common, Shipbroker Nov 30 Hart, Harlow, Essex
CLARK, ANNIE ELIZABETH, Birstall, Yorks Nov 19 Scholefield & Co, Batley
CRADOCK, MARY SKURRAY, Radstock, Somerset Dec 8 Timmins & Timmins, Bath
DANIEL, CHARLES, Stoke upon Trent Dec 20 Paddock & Sons, Hanley
DOVEY, ARTHUR GEORGE, Leatherhead, Surrey, Licensed Victualler Dec 4 Simpson & Bowen, New Broad st
EATON GEORGE, Rochdale, Lancs, Licensed Horse Slaughterer Nov 30 Hudson, Rochdale
FELLOWES, EDWARD, Manchester Nov 27 Thomson, Manchester
FOOKS, HANNAH, Weymouth Nov 27 Andrews & Co, Weymouth
FORREST, RICHARD, Accrington Dec 23 Baldwin & Co, Clitheroe
GEORGE, PARTHENIA, Darlington Nov 30 Mogford & Co Birmingham
GILLINGWATER, LOUISA SARAH, Highbury New pk Nov 30 Boulton & Co Northampton sq
GOSLING, JAMES, Doddinghurst, Essex Nov 23 E F & H Landon, Brentwood
GREENWAY, JOHN, Stratford on Avon, Warwick Nov 26 Warden, Stratford on Avon
GREGORY, WILLIAM JOSIAH, Redland, Bristol Nov 25 Strickland & Fletcher, Bristol
GRIFFITH, WILLIAM STARBUCK, Milford Haven, Pembroke Nov 1 Price & Son, Haverfordwest
HALLESEY, PATRICK, Dinas, Glam Nov 25 Stewart, Clement's inn
HARRIS, GEORGE, Cardiff, Master Mariner Nov 30 Handcock, Cardiff
HOLLINGSWORTH, WILLIAM, Sheffield, Cobbler Dec 11 Rodgers & Co, Sheffield
HUDSON, CAROLINE ELIZABETH, Cambridge Nov 26 Walker & Co, Theobald's rd, Gray's inn
INGLE, JOHN BROUNCKER, Morden rd, Blackheath Nov 30 Hanbury & Co, New Broad st
JEFFERY, JOSEPH, Sutton Coldfield Nov 30 Beale & Co, Birmingham
JONES, MARIA MAR HALL, Wantage, Berks Dec 4 Bache & Sons West Bromwich
KIDD, SAMUEL STOCKTON, Swinton, Lancs, Motor Engineer Nov 22 Moon, Manchester
LAMBERT, HENRY MCLAREN, Battle, Sussex Nov 30 Rochester & Co Cannon st
LANE, ENOCH, Cannock, Staffs Nov 30 Gardner, Cannock
LEVETT, ARTHUR, Mortlake, Surrey Nov 30 Haslip, Martin's lane
MCENTIRE, JAMES VIRTUE, Artillery mans, Victoria st Nov 30 Martin & Co, Ironmonger ln
MACKENZIE, THOMAS WELLS, Assam, India Nov 20 Morgan & Co, Old Broad st
MEAKIN, KENNETH WILLIAM GLENNY, Stone, Staffs, Earthenware Manufacturer Dec 30 Paddock & Sons, Hanley
MILSTED, MARY MAHALA, Sutton Valence, Kent Nov 22 Ellis & Ellis, Maidstone
MOSS, WILLIAM RICHARDSON, Upton, nr Chester, Cotton Spinner Dec 7 Broadbent & Heelis, Bolton
POLE, THOMAS WILLIAM, Falfield, Glos Nov 30 Crossman & Co, Thornbury, Glos
RALEIGH, GEORGE HEBDEN, Bangalore, India Nov 30 Murray & Co, Birchin ln
RANSOM, MARGARET SPENCER, Blomfield rd Maida Hill Nov 9 Phillips & Chessman,
ROGERS, SARAH MARIA, Wrenbury, Chester Nov 10 Hensley & Co, Na twich
SALMON, CLAUD GARRETT, Nairobi, British East Africa Nov 30 Parker & Co, St Michael's Rectory, Cornhill
SAXTON, GEORGE SHADWELL, Parkstone, Dorset Dec 7 Duffield & Co, Broad Street av
SCHWERDTNER, CARL EMIL, Milton st Dec 6 Daniel & Glover, Great Winchester st
STARLING, STEPHEN MORELL, Southwold, Suffolk Nov 5 Mayhew & Sons, Saxmundham
STEARN, WILLIAM, Ilford, Essex, Eating House Keeper Nov 17 White, Ilford
WARD, WILLIAM, Belper, Derby Nov 30 Walker & Terry, Belper
WARDLE, JOHN POTTS, South Shields, Timber Merchant Dec 14 Newlands & Newlands, South Shields

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 26.

RECEIVING ORDERS.

BOARDMAN, EDWARD ASPINALL, Bolton, Journeyman Butcher Bolton Pet Oct 21 Ord Oct 21
BURGESS, FLORENCE ALEXANDRA, and MARIAN SOPHIA BARBER, Southsea, Hants, Dressmakers Portsmouth Pet Oct 20 Ord Oct 20
COATES, GEORGE PALFREEMAN, Scarborough Baker Scarborough Pet Oct 22 Ord Oct 22
COTTON, HENRY SAMUEL BAKER, North Walsham, Norfolk Bookseller Norwich Pet Oct 23 Ord Oct 23
DIX, LILLIAN Oldbury, Worcester West Bromwich Pet Oct 5 Ord Oct 22
DOLMAN & CO, Grundy st, Poplar, Builders High Court Pet Sept 30 Ord Oct 22
EATON, THOMAS, Raynes Park, Wimbledon, Builder Kingston, Surrey Pet Sept 25 Ord Oct 23
FORBS, TOM, Wickersley, nr Rotherham, Labourer Sheffield Pet Oct 23 Ord Oct 23
GOLDING, RICHARD SKERRETT, Lambourn, Berks, Racehorse Trainer Newbury Pet May 4 Ord Oct 22
HARTLEY, HENRY LEA, Burnley, Blacksmith Burnley Pet Oct 22 Ord Oct 22
HAWKS, WILLIAM HENRY, Wembley, Middx, Boot Salesman St Albans Pet Oct 4 Ord Oct 22
HYDE, JOSEPH, Burslem, Labourer Hanley Pet Oct 21 Ord Oct 21
JERVIS, ST VINCENT JOHN PARKER, Crystal Palace, Sydenham Croydon Pet Sept 16 Ord Oct 19
LANE, CHARLES OLIVER, jun, Blackpool, Cycle Agent Blackpool Pet Oct 22 Ord Oct 22
MULLEY, HENRY GEORGE, St German's rd, Forest Hill, Corn Merchant Greenwich Pet Oct 21 Ord Oct 21
NEAL, ARTHUR, Nottingham Nottingham Pet Oct 22 Ord Oct 22
RICHARDS, ALBERTUS GEORGE, Devonport, Licensed Victualler Plymouth Pet Oct 21 Ord Oct 21
SHEARD, CHARLES PERCY, Harrow on the Hill St Albans Pet July 10 Ord Oct 20
STORR, HENRY, Rosedale, Yorks, Scarborough Pet Oct 23 Ord Oct 23
WARWICK, ALFRED, Manchester, Cloth Salesman Salford Pet Oct 1 Ord Oct 21
WRIGHT, FRANCIS JOSEPH, Bury St Edmunds, Licensed Victualler Bury St Edmunds Pet Oct 20 Ord Oct 20

Amended Notices substituted for those published in the London Gazette of Oct. 19:

GYTON, ARCHIBALD FRANK, Halesworth, Suffolk, Miller Great Yarmouth Pet Sept 30 Ord Oct 13
TOMLINSON, JAMES, Manchester, Travelling Draper Manchester Pet Sept 30 Ord Oct 15

FIRST MEETINGS.

ANGOVE, ST AUBYN, Half Moon st, Piccadilly Nov 4 at 11 Bankruptcy bldgs, Carey st
BURGESS, FLORENCE ALEXANDRA, and MARIAN SOPHIA BARBER, Southsea, Dressmakers Nov 4 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
CRANE, WILLIAM, Nottingham, Draper Nov 3 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
DAVIDSON, P M, Greenwich, Kent, Credit Draper Nov 3 at 11 132, York rd, Westminster Bridge rd
DAVIES, DAVID JAMES, Aberdare, Coal Miner Nov 3 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
DAVIS, ARCHIBALD ROBERT, Long Eaton, Stonemason Nov 3 at 11 Off Rec, 12, St Peter's churchyard, Derby
DOLMAN & CO, Grundy st, Poplar, Builders Nov 4 at 12 Bankruptcy bldgs, Carey st
EMTER, NATALIE ALMA, Withington, Manchester Nov 3 Off Rec, Byrom st, Manchester
GUNN, JOHN, Ripley, Derby, Journeyman Baker Nov 5 at 12 Off Rec, 12, St Peter's churchyard, Derby
GYTON, ARCHIBALD FRANK, Halesworth, Suffolk, Miller Nov 6 at 12.30 Off Rec, 8, King st, Norwich
HARRISON, LEONARD, Hanor, Derby, Grocer Nov 3 at 11 30 Off Rec, 12, St Peter's Churchyard, Derby
HEATON, MICHAEL, Harden, nr Bingley, Yorks Farmer Nov 3 at 11 Off Rec, 12, Duke st, Bradford
HILL, ALFRED, Sutton, Surrey, Fishmonger Nov 3 at 12 132, York rd, Westminster Bridge rd
HYDE, JOSEPH, Burslem, Grocer Nov 2 at 12 Off Rec, King st, Newcastle, Staffordshire
JEAVONS, PAUL JAMES, Hampton, Middlx, Credit Draper Nov 5 at 11 132, York rd, Westminster Bridge rd
JERVIS, ST VINCENT JOHN PARKER, Crystal Palace, Sydenham Nov 5 at 12 132, York rd, Westminster Bridge rd
LARNER, JOHN OSWALD, Hillsborough, Sheffield Decorator Nov 2 at 12 Off Rec, Figtree ln, Sheffield
LIKEMAN, JOHN ADE, Reading, Grocer Nov 4 at 12 14, Bedford row
LUNN, EDWARD, Radcliffe on Trent, Notts, Labourer Nov 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
MANCHESTER, His Grace the Duke of, Grosvenor sq, Nov 3 at 12 Bankruptcy bldgs, Carey st
MATTHEWS, PERCY JOHN GOODWIN, Cranbourne rd, Muswell hill, Bank Clerk Nov 4 at 10.30 14, Bedford row
NICHOLL, CHARLES EDWIN, Southport, Lancs, Butcher Nov 3 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
PARKER, PHILIP SEAMAN, Surbiton, Surrey, Boat Proprietor Nov 4 at 2.30 132, York rd, Westminster Bridge rd
PEARCE PETER JAMES, Tipton, Staffs, Window Cleaner Nov 2 at 12 Off Rec, 1, Priory st, Dudley
READ, JAMES, Haven st, nr Ryde, Isle of Wight, Milk Retailer Nov 4 at 11.15 Off Rec, 98, High st, Newport, Isle of Wight
TOOGOOD, EDWARD, Freshwater, Isle of Wight, Fishmonger Nov 2 at 12 Off Rec, 98, High st, Newport, Isle of Wight
TUCKER, OLDRIDGE, Stapenhill, nr Burton on Trent, Drug Store Keeper Nov 3 at 12 Off Rec, 17, St Peter's churchyard, Derby
WAKLEY, SIDNEY HOLLIER, Clifton, Bristol, Plumber Nov 3 at 11.30 Off Rec, 26, Baldwin st, Bristol
WARD, ERNEST ISAAC, Hertford, Confectioner Nov 5 at 11 14, Bedford row
WIJK, CARL O, Farnborough, Hants, Timber Merchant Nov 3 at 2.30 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

APPLETON, GEORGE THOMAS, Manchester, Cloth Agent Manchester Pet Aug 23 Ord Oct 22
BENN, JACOB, Newcastle upon Tyne, Tailor Newcastle upon Tyne Pet Oct 16 Ord Oct 20
BOARDMAN, EDWARD ASPINALL, Bolton, Journeyman Butcher Bolton Pet Oct 21 Ord Oct 21
BURGESS, FLORENCE ALEXANDRA, and MARIAN SOPHIA BARBER, Southsea, Hants, Dressmakers Portsmouth Pet Oct 20 Ord Oct 20
COATES, GEORGE PALFREEMAN, Scarborough Baker Scarborough Pet Oct 22 Ord Oct 22
COTTON, HENRY SAMUEL BAKER, North Walsham, Norfolk, Bookseller Norwich Pet Oct 23 Ord Oct 23
FORBS, TOM, Wickersley, nr Rotherham, Labourer Sheffield Pet Oct 23 Ord Oct 23
HARTLEY, HENRY LEA, Burnley, Blacksmith Burnley Pet Oct 22 Ord Oct 22
HEATON, MICHAEL, Harden, nr Bingley, Yorks, Farmer Bradford Pet Oct 7 Ord Oct 21
HYDE, JOSEPH, Burslem, Labourer Hanley Pet Oct 21 Ord Oct 21
KEANE, MICHAEL JOSEPH, Holland rd, Kensington High Court Pet July 23 Ord Oct 23
LANE, CHARLES OLIVER, jun, Blackpool, Cycle Agent Blackpool Pet Oct 22 Ord Oct 22
MCMITCHELL, JOSEPH, Liverpool, Steamer Attendant Liverpool Pet Oct 2 Ord Oct 23
MULLEY, HENRY GEORGE, St German's rd, Forest Hill, Corn Merchant Greenwich Pet Oct 21 Ord Oct 21
NEAL, ARTHUR, Nottingham, Nottingham Pet Oct 22 Ord Oct 22
RICHARDS, ALBERTUS GEORGE, Devonport, Licensed Victualler Plymouth Pet Oct 21 Ord Oct 21
SOLOMONS, JACOB, Great Garden st, Whitechapel, Baker High Court Pet Oct 20 Ord Oct 22
STORR, HENRY, Rosedale, Yorks Scarborough Pet Oct 23 Ord Oct 23
WRIGHT, FRANCIS JOSEPH, Bury St Edmunds, Licensed Victualler Bury St Edmunds Pet Oct 20 Ord Oct 20

ADJUDICATION ANNULLED.

MASKELL, DAVID GEORGE, Cardiff, Cafe Manager Cardiff Adjud May 7, 1908 Annul Oct 6, 1915

London Gazette.—FRIDAY, Oct. 29.

RECEIVING ORDERS.

ALDRICH, HERBERT EVAN, Ruthin, Denbigh, Ironmonger Wrexham Pet Oct 25 Ord Oct 25
BATSFORD, WILLIAM JOHN, Hoddesdon, Herts, Fishmonger Hertford Pet Oct 25 Ord Oct 25
CREIGHTON, WILLIAM, Leek, Staffs, Bobbin Manufacturer Macclesfield Pet Oct 26 Ord Oct 26
JONES, ISAAC RICHARD, Porth, Glam, Grocer Pontypridd Pet Oct 7 Ord Oct 26
KINNEAR, CHARLES MAXWELL, Edgware rd, Corn Merchant High Court Pet Oct 27 Ord Oct 27
LEWIS, CAROLINE, Porth, Glam Pontypridd Pet Oct 5 Ord Oct 25
LLOYD, GEORGE FRANCIS, Northampton, Accountant Northampton Pet June 21 Ord Oct 26
LOWE, HERBERT SIMPSON, Leeds, Crane Driver Leeds Pet Oct 25 Ord Oct 25
LUCAS, W M, Southampton st, Bloomsbury High Court Pet Mar 25 Ord Oct 27
MESSENGER, THOMAS, Sheffield, Boat Dealer Sheffield Pet Oct 5 Ord Oct 25
PORTCH, HENRY, Canonbury rd, Butcher High Court Pet Oct 25 Ord Oct 25
REYNOLDS, JAMES CALEB, Scarborough, Laundry Proprietor Scarborough Pet Oct 27 Ord Oct 27
SOPER, WILLIAM JOSEPH, Paignton, Devon, Beer and Wine Retailer Plymouth Pet Oct 25 Ord Oct 25
WILKINSON, NATHANIEL GEORGE, Hailsham, Sussex, Coal Merchant Eastbourne Pet Oct 26 Ord Oct 26
WINSTANLEY, HENRY, West Melton, Yorks, Licensed Victualler Sheffield Pet Oct 12 Ord Oct 26